

ATTACHMENT A
CONSTRUCTION ADMINISTRATION AGREEMENT

Construction Administration Agreement (CAA)

- The CAA provides for the planning, design, and construction of a 37,000-spectator, natural grass playing field, retractable roof stadium, to be constructed on approximately 17 acres of land on the former Orange Bowl site. The property for the Baseball Stadium Site is currently owned by the City of Miami but will be conveyed to Miami-Dade County, which will then own the land and the stadium structure.
- Approximately 17 acres of the 31 acres that comprise the former Orange Bowl site will be used for the baseball stadium (14 acres) and plaza area (3 acres). The City of Miami will convey this property to the County, who will then own the land and the stadium structure. The remaining 14 acres will accommodate the City-constructed parking garages on the north and south sides of the former Orange Bowl property.
- The Stadium Project Budget of \$515 million remains the same as originally reported in the BSA, with approximately \$347.5 million from the County, \$154 million from the Team, and \$13.5 million from the City of Miami.
- The County's portion is funded from PST/TDT financing (\$237.5 million), CDT (\$60 million), and the GOB (\$50 million), all funding sources that were originally identified in the Baseball Stadium Agreement.
- Given the current state of the financial markets, the ability to sell the bonds required to provide our funding contribution is being monitored closely. While it is recommended that we move forward with the deal at this time, a Termination for Convenience clause has been included to allow all parties to walk away from this deal by June 30, 2009, if concerns remain as to the ability of any party to meet its funding obligations.
- Notwithstanding the Termination for Convenience clause, it is important for the Team to remain on an April 2012 construction completion schedule. To do so requires that funding continue to be expended on the project from the time these Agreements are approved through the potential termination date. As such, the parties have agreed to a maximum level of reimbursable interim costs through June 30, 2009. The total interim costs are projected at \$20.5 million, with a maximum of \$7 million to the County and \$3.5 million to the City, and the remainder, including any costs above and beyond the \$20.5 million, the responsibility of the Team. If the interim costs are less than \$20.5 million, each party's share will be reduced ratably. If the termination occurs prior to June 1, the reimbursable interim costs above would be reduced for the County and City. The not-to-exceed amounts would be split as follows: Team (\$14 million), County (\$4 million), and City (\$2.5 million).
- The County and the City have worked closely on developing a scope of work to design and construct the necessary infrastructure for the stadium. The estimated budget for this work totals approximately \$25 million, and will be split equally between the County and the City. Of that \$25 million, approximately \$5.0 million is budgeted for contingencies, overruns, and allowances for optional improvements, leaving approximately \$20 million in hard costs for the basic scope of work (\$10 million County, \$10 million City).

- The public infrastructure work includes installation of water and sewer mains, stormwater system improvements, provision of electrical service to the site, landscaping, road construction and resurfacing, and needed sidewalks and signalization in roads immediately adjacent to the future baseball stadium.
- The County's portion of the public infrastructure costs will be funded from a combination of sources that may include the interest earnings on the bonds issued for the stadium project, eligible funding available from the Water and Sewer Department for the required water and sewer mains and hydrants, and CDT residual funds.
- The County and the City are recommending that Hunt/Moss Construction, who was competitively selected as the construction manager for the stadium, also perform the public infrastructure work for the project. This is a major change from the BSA, but one that will greatly contribute to the success of this project through better project schedule coordination and significant reduction in cost overrun exposure to both the County and the City. This change reduces cost overrun exposure because if the County and the City were to hire a third party, other than the construction manager building the stadium, there would have been greater risk for scheduling delays to occur, and, the Marlins have agreed to accept public infrastructure risks that otherwise would have been the responsibility of the County and the City.
- If the recommendation to allow Hunt/Moss to perform the infrastructure work is accepted, they will be assigned CSBE and SBE goals for this portion of the work, in addition to the stadium construction work. Local contractors will be a major component of this project.
- HOK Sport has been chosen by the Stadium Developer as the primary architectural and design firm for the design and construction of the Baseball Stadium and the Public Infrastructure work. HOK is world renown for designing stadiums, arenas, and other sports facilities, and has been involved in almost every Major League Baseball ballpark constructed in the last 15 years. The Stadium Developer has been assigned a 5.81% CBE A/E goal from the Review Committee for the architectural and design work.
- The Stadium Developer also selected the Joint Venture of Hunt/Moss Construction as the Construction Manager to build the ballpark. Hunt/Moss Construction is also world renown in sports facility design, with extensive experience in retractable roof stadiums, including Chase Field in Philadelphia, Miller Park in Milwaukee, and Safeco Field in Seattle. Hunt/Moss and HOK have worked together on past projects as well.
- The Stadium Developer and Hunt/Moss received preconstruction services goals of 8.49 percent and 6 percent, for CSBE and SBE, respectively, from the Review Committee, with the understanding that each bid package will come back to Review Committee to establish goals for each phase of the project. Additionally, the Stadium Developer and Hunt/Moss will be required to comply with all State and County rules applicable to the bidding and construction of publicly owned and/or publicly financed facilities, including, but not limited to CSBE, SBE, CWP, and Responsible Wages.
- Additionally, SBD will provide at least one full-time staff person to monitor and ensure compliance by the Stadium Developer with County programs such as CSBE, SBE, CBE, and CWP. The Stadium Developer and MLB have agreed to contribute 1/3 each of the costs for this dedicated staff person.

- Our Owner's Rep, URS/IFG, has reviewed the Schematic Design Drawings and Construction Estimate and stated that the drawings and specifications conform to reasonable expectations for similar ballparks, that the projected 34-month construction schedule (substantial completion by March 1, 2012) is reasonable, stated that the project budget appears to be reasonable and should be sufficient to complete the project, and stated that the team of HOK and Hunt/Moss have significant stadium and arena experience, including MLB retractable roof stadiums.
- The stadium will be constructed to meet LEED Silver certification, as required by County Code. A cap of \$3.5 million, or, \$1.75 million each to the County and City, has been set as the maximum cost exposure for achieving LEED Silver certification. Any costs incurred above that amount will be paid for the by Team. Additionally, MLB will be contributing \$1 million towards LEED certification. The ballpark could be the second MLB facility to reach LEED Silver certification
- A Project Coordination Team will include representatives from the County administration as well as a representative to be selected by the Board of County Commissioners to attend project status meetings lead by the Stadium Developer. Such meetings will provide updates and information regarding all aspects of the project.
- The Art in Public Places Program will apply to this project. The preliminary estimates call for approximately \$7.5 million to be set aside within the project budget for public art. The Department of Cultural Affairs and the Stadium Developer have already begun meeting to establish potential themes for the ballpark public art.
- The County has submitted its request to the State Department of Revenue (DOR) for approval of our sales tax exemption procedures. We have had numerous discussions with DOR leading up to submittal, and during their ongoing review of our application. The initial feedback we have received indicates that the basic approval criteria has been met and we are expecting official approval in the coming weeks.

EXECUTION COPY

CONSTRUCTION ADMINISTRATION AGREEMENT

BY AND AMONG
MIAMI-DADE COUNTY,
THE CITY OF MIAMI
AND
MARLINS STADIUM DEVELOPER, LLC

April __, 2009

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINED TERMS	1
ARTICLE II CONCEPTUAL DESCRIPTION OF THE BASEBALL STADIUM, PARKING FACILITIES AND PUBLIC INFRASTRUCTURE	11
ARTICLE III THE BASEBALL STADIUM SITE.....	12
ARTICLE IV BASEBALL STADIUM DESIGN	28
ARTICLE V CONSTRUCTION OF BASEBALL STADIUM.....	33
ARTICLE VI PROJECT FUNDING.....	44
ARTICLE VII CONSTRUCTION FUNDING	50
ARTICLE VIII INSURANCE; CASUALTY	52
ARTICLE IX REPRESENTATIONS, WARRANTIES AND COVENANTS	56
ARTICLE X DEFAULTS AND REMEDIES.....	62
ARTICLE XI TERMINATION.....	65
ARTICLE XII INDEMNIFICATION	67
ARTICLE XIII PARTY REPRESENTATIVES	70
ARTICLE XIV ARBITRATION	71
ARTICLE XV MISCELLANEOUS.....	73

CONSTRUCTION ADMINISTRATION AGREEMENT

This Construction Administration Agreement (this "Agreement") is made and entered into this 15th day of April, 2009 by and among Miami-Dade County, a political subdivision of the State of Florida (the "County"), the City of Miami, a municipal corporation of the State of Florida (the "City"), and Marlins Stadium Developer, LLC, a Delaware limited liability company (the "Stadium Developer," and together with the County and the City, the "Parties").

RECITALS

A. On March 3, 2008, the County, the City and Florida Marlins, L.P. (the "Team") executed a Baseball Stadium Agreement (the "BSA") outlining the general terms and conditions under which they would move forward to design, develop, construct and operate a Major League Baseball stadium to be located in the City.

B. This Agreement provides for the planning, design and the construction of the Baseball Stadium (as defined below) and the Public Infrastructure (as defined below) by the Stadium Developer. The Stadium Developer and the County and City have determined that the planning, design and construction of the Baseball Stadium and the performance of this Agreement are in the best interests of the County and the City and will serve a paramount public purpose. Specifically, but without limitation, such operation will support the development and improve the quality of life for the citizens of the County and the City; benefit their convention, tourism, economic development and entertainment industries and the local economy; encourage the growth of cultural, tourism, economic development and entertainment opportunities; and become an integral part of the revitalization and resurgence of the City and a prominent symbol of the vibrancy of the County and the City.

C. Contemporaneously with the execution of this Agreement, the County, the City, the Team and certain affiliates of the Team are entering into the other Stadium Agreements (as defined below) pursuant to which, among other things, the Team will guaranty the Stadium Developer's obligations under this Agreement and use the Baseball Stadium for its home baseball games.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINED TERMS

As used in this Agreement, the following terms have the following meanings:

"AAA" is defined in Section 14.1

"Acceptance Date" means August 29, 2008.

“Affiliate” means, with respect to any Person, another Person that directly or indirectly owns or controls, is owned or controlled by, or is under common control with such Person. For purposes of this definition, one Person owns another when it owns more than fifty percent (50%) of the equity interests in the other Person and one Person “controls” another when it has the right to exercise more than fifty percent (50%) of the voting power of the other Person.

“Applicable Law” means any applicable law, statute, code, ordinance, administrative order, implementing order, charter, resolution, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit or license, of any Governmental Authority, now existing or hereafter enacted, adopted, promulgated, entered, or issued.

“Architect” means HOK Sport, Inc., currently doing business as HOK Sport+Venue+Event, or such other architectural firm as the Stadium Developer may retain as the principal architect for the Baseball Stadium or, as the case may be, as the principal architect for the Public Infrastructure, and their respective successors or assigns.

“Architect Contract” means (a) with respect to the Baseball Stadium Work, the contract between the Stadium Developer and the Architect providing the architectural and engineering services for the Baseball Stadium, and (b) with respect to the Public Infrastructure Work, the contract between the Stadium Developer and the Architect providing the architectural and engineering services for the Public Infrastructure Work.

“Assurance Agreement” means the Assurance Agreement among the County, the City and the Team dated as of the date of this Agreement, as it may be amended and/or restated.

“Baseball Rules and Regulations” means each of the following as amended from time to time: (i) any present or future agreements applicable to the Major League Baseball Clubs generally, entered into by or on behalf of Major League Baseball, including, without limitation, the Major League Constitution, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, and each agency agreement and any operating guidelines among Major League Baseball clubs and Major League Baseball; and (ii) any present and future mandates, rules, regulations, policies, interpretations, bulletins or directives issued or adopted by Major League Baseball applicable to Major League Baseball Clubs generally.

“Baseball Stadium” means the building and improvements to be constructed on the Baseball Stadium Site as described in Article II. The Baseball Stadium does not include the Parking Facilities, Public Infrastructure or Other Development.

“Baseball Stadium Project” means the design, development and construction of the Baseball Stadium in accordance with this Agreement. The Baseball Stadium Project does not include the Parking Facilities, Public Infrastructure or Other Development.

“Baseball Stadium Site” is defined in Section 3.1.

“Baseball Stadium Work” means all work to be performed to construct the Baseball Stadium in accordance with this Agreement.

“Board” means the Board of County Commissioners of Miami-Dade County.

“Bonds” means, collectively, the City Bonds and the County Bonds.

“BSA” is defined in the Recitals of this Agreement.

“Builder’s Risk Insurance Proceeds” means any proceeds paid pursuant to the builder’s risk insurance policy referred to in Section 8.1 and designated for the repair, restoration, replacement or rebuilding of all or any part of the Baseball Stadium or the Public Infrastructure, as the case may be.

“Business Day” means any day other than a Saturday, Sunday or legal or bank holiday in the County or the City. If any time period set forth in this Agreement expires on a day other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

“Capital Reserve Fund” is defined in the Operating Agreement.

“Casualty” is defined in Section 8.3(a).

“Casualty Repair Work” is defined in Section 8.3(a).

“CBE-A/E Program” means the County’s Community Business Enterprise Program for architectural, engineering, landscape architectural, surveying and mapping professionals as set forth in Section 2-10.4.01 of the County Code.

“Certificate of Occupancy” means a certificate issued by the City’s building official permitting public occupancy and use of the Baseball Stadium.

“Challenge” is defined in Section 9.4(d).

“Change Order” means a written instrument signed by the Stadium Developer and the Construction Manager authorizing a change in the scope of Work, the GMP, the Public Infrastructure GMP and/or the date of Substantial Completion for the Baseball Stadium or the Public Infrastructure, as the case may be.

“City” is defined in the Preamble to this Agreement.

“City Account” means a segregated deposit account funded and maintained by the City in accordance with Articles VI and VII.

“City Bonds” is defined in Section 6.3.

“City Code” means the City of Miami Code.

“City Parking Agreement” means the City Parking Agreement among the City, the Stadium Operator and the County dated as of the date of this Agreement, as it may be amended and/or restated.

“City Personnel” is defined in Section 15.8.

“City Representative” is defined in Section 13.1.

“Claim” is defined in Section 12.3.

“CM Services Security” is defined in Section 3.8(g) with respect to the Public Infrastructure Work and is defined in Section 5.2(e) with respect to the Baseball Stadium Work.

“Commencement of Construction” means the occurrence of all of the following: (i) with respect to the Baseball Stadium, the building permit needed to begin construction of the Baseball Stadium has been issued and the Stadium Developer has begun physical construction of the Baseball Stadium foundation and (ii) with respect to the Public Infrastructure, the required permit(s) needed to begin construction of the Public Infrastructure have been issued, and the Stadium Developer has begun physical construction of the Public Infrastructure.

“Commission” means the City Commission of the City of Miami.

“Construction Documents” means the architectural drawings, specifications and other documents, as may be amended from time to time in accordance with this Agreement, setting forth the design of the Baseball Stadium or the Public Infrastructure, as the case may be, and the requirements for their respective construction in sufficient detail for the permitting and construction of the Baseball Stadium or the Public Infrastructure, as the case may be.

“Construction Management Contract” means (a) with respect to the Baseball Stadium Work, the contract between the Stadium Developer and the Construction Manager providing construction management and/or general contracting services for the Baseball Stadium, and (b) with respect to the Public Infrastructure Work, the contract between the Stadium Developer and the Construction Manager providing construction management and/or general contracting services for the Public Infrastructure Work.

“Construction Manager” means (a) with respect to the Baseball Stadium Work, an entity selected by the Stadium Developer to provide construction management and/or general contracting services with regard to the construction and development of the Baseball Stadium, and (b) with respect to the Public Infrastructure Work, an entity selected by the Stadium Developer to provide construction management and/or general contracting services with regard to the construction and development of the Public Infrastructure.

“Construction Schedule” means the construction schedule or schedules relating to, as the case may be, the Baseball Stadium Work or the Public Infrastructure Work, to be prepared by the Construction Manager pursuant to the requirements of the Construction Management Contract, as such schedules are updated in accordance with Section 5.7.

“County” is defined in the Preamble to this Agreement.

“County Account” means, with respect to each series of County Bonds, a segregated deposit account funded and maintained by the County in accordance with Articles VI and VII.

“County Bonds” is defined in Section 6.2.

“County Code” means the Miami-Dade County Code.

“County Cure Period” is defined in Section 3.10.

“County Lots” is defined in Section 3.10.

“County Lots Permitted Exceptions” is defined in Section 3.10.

“County Lots Title Defect” is defined in Section 3.10.

“County Personnel” is defined in Section 15.7.

“County Representative” is defined in Section 13.1.

“Default” means a Government Party Default or Stadium Developer Default.

“DERM” means the County’s Department of Environmental Resources Management.

“Design Development Documents” means drawings and specifications, as may be amended from time to time in accordance with this Agreement, based upon and refining the Schematic Design Documents illustrating the scope, relationship, forms, size and appearance of the Baseball Stadium or the Public Infrastructure, as the case may be, by means of plans, sections and elevations, typical construction details, and equipment layouts.

“Design Documents” means the most recent of the Schematic Design Documents, Design Development Documents and Construction Documents.

“Design Professionals” means the Architect and the engineers and consultants retained by the Architect or the Stadium Developer or other Team Affiliate, as the case may be, from time to time to provide architectural, design and design-related engineering services for the Baseball Stadium or the Public Infrastructure, as the case may be.

“Development Requirements” is defined in Section 3.6(a).

“Development Site” means all land within the Entire Site (other than the Baseball Stadium Site), as may be amended from time to time by notice from the City, provided that the amendment shall not affect the Baseball Stadium Site or the sites selected for the Parking Facilities.

“Draw Down Schedule” is defined in Section 5.7(c).

“Easements” is defined in Section 3.5(b).

“Encroaching Easements” is defined in Section 3.4(a)(1).

“Entire Site” means the area of land described in Exhibit B.

“Expedited ADR” is defined in Section 14.2.

“Expedited ADR Dispute” is defined in Section 14.2.

“Final Completion” means the occurrence of all of the following: (i) the Architect has signed and delivered to the Stadium Developer and the Government Representatives a certificate of final completion in accordance with the Architect Contract, (ii) a Certificate of Occupancy has been issued for the Baseball Stadium Project or any required final inspection has been approved for the Public Infrastructure, and (iii) punch list items have been completed.

“Force Majeure” means a war, insurrection, strike or lockout, riot, hurricane, flood, earthquake, fire, casualty, act of God, act of the public enemy, epidemic, quarantine restriction, freight embargoes, lack of transportation, governmental restriction, court order, unusually severe weather, act or the failure to act of any public governmental agency or entity, terrorism, or any other cause in each case (including the events specified above) beyond the reasonable control and without the fault of the Party claiming an excuse from performance; provided, however, that any Force Majeure involving or relating to County or City governmental restrictions or acts or failures to act of any County or City agency or entity shall not relieve the County or City, as the case may be, of their obligations under this Agreement unless the failure to act is as a result of another Force Majeure event beyond the reasonable control and without the fault of the Party claiming an excuse from performance.

“Funding Accounts” means, collectively, the City Account, the County Account and the Stadium Developer Account.

“GMP” is defined in Section 5.2(c).

“Government Costs” means costs incurred by the Government Parties in connection with the performance of their obligations under the BSA and the Stadium Agreements, including (i) costs incurred in connection with the issuance of the Bonds, (ii) costs relating to Other Development or the Parking Facilities, (iii) costs for third party professional assistance in connection with the Baseball Stadium Project, including legal counsel and financial and other consultants, (iv) costs incurred by the Government Parties under Article III, (v) costs relating to the demolition of the Orange Bowl and related debris removal, (vi) costs relating to the IPSIG, and (vii) overhead costs and costs relating to employees of the Government Parties (except for small business program monitoring costs payable by the Stadium Developer under Section 5.14), but not including Public Infrastructure Costs (which shall be paid in accordance with Section 3.8).

“Government Party” means each of the County and the City.

“Government Party Default” is defined in Section 10.2.

“Government Relief Grant” means a financial grant or other non-refundable relief or assistance from the Federal Emergency Management Agency, the Department of Homeland Security, or any other federal, State or local Governmental Authority.

“Government Representatives” is defined in Section 13.1.

“Governmental Authority” means any federal, State, County, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them.

“Governmentally Caused Overruns” is defined in Section 6.5.1.

“Indemnified Party” is defined in Section 12.3.

“Indemnitor” is defined in Section 12.3.

“Insurance Policies” is defined in Section 8.1.

“IPSIG” is defined in Section 15.24(b).

“Lien” means any encumbrance, lien, security interest, pledge, easement, license, right-of-way, covenant, condition, restriction or claim in, to, against or in any way applicable to any portion of the Baseball Stadium, the Baseball Stadium Site, the Public Infrastructure, the Public Infrastructure sites or the County Lots, as the case may be.

“Major League Baseball” means, individually and collectively, the Office of the Commissioner of Baseball, the Commissioner of Baseball, the Major League Baseball clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada, Inc., Major League Baseball Productions, MLB Advanced Media, Inc., MLB Advanced Media, L.P., MLB Media Holdings, L.P., MLB Media Holdings, Inc., MLB Online Services, Inc., each of their respective present and future affiliates, assigns and successors, and any other entity owned equally by the Major League Baseball clubs.

“Master Project Schedule” means the project schedule using a critical path method, prepared by the Construction Manager, that identifies, coordinates and integrates the anticipated design and construction milestones for the Baseball Stadium Project, the Public Infrastructure Work, the Parking Facilities (to the extent information is conveyed to the Construction Manager), the Stadium Developer’s responsibilities, Government Authority reviews and other activities as are necessary for the timely completion of the Work, as such schedule shall be revised and updated in accordance with Section 5.7.

“MLB Home Games” is defined in the Operating Agreement.

“MLB Jewel Events” is defined in the Operating Agreement.

“Neutral” is defined in Section 14.2.

“Non Ad-Valorem Revenues” means all legally available revenues and taxes of the County derived from any source whatsoever other than ad valorem taxation on real and personal property.

“Non-Relocation Agreement” means the Non-Relocation Agreement among the County, the City and the Team dated as of the date of this Agreement, as it may be amended and/or restated.

“Other Development” is defined in Section 3.9(a).

“Operating Agreement” means the Operating Agreement among the County, the City and the Stadium Operator dated as of the date of this Agreement, as it may be amended and/or restated.

“Parking Facilities” is defined in the City Parking Agreement.

“Parties” is defined in the Preamble to this Agreement.

“Permitted Exceptions” means the title exceptions with respect to the Baseball Stadium Site listed on Exhibit C (unless the exceptions are of the type cured by approval of the Replat including those specifically listed in Section 3.4).

“Person” means any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, governmental unit or other entity.

“Project Coordination Team” is defined in Section 5.4.

“Project Program Statement” means the document that specifies, among other things: (i) the physical components of the Baseball Stadium; (ii) the location and approximate space requirements for those components; (iii) the formulation of how those spaces will be used; and (iv) general descriptions of the following stadium systems: food services, concessions, sound, HVAC, security, scoreboard, electrical and emergency generation, lighting and telecommunications and data. The Project Program Statement is attached as Exhibit D and may be amended as provided in this Agreement.

“Public Infrastructure” means the public infrastructure improvements described on Exhibit G.

“Public Infrastructure Budget” means the budget for the Public Infrastructure Costs attached hereto as Exhibit G.

“Public Infrastructure Costs” means all hard costs, Public Infrastructure Design Costs and other costs incurred by the Parties in accordance with this Agreement for the design, development, construction and completion of the Public Infrastructure. Public Infrastructure hard costs include the cost of all labor and all materials incorporated into the Public Infrastructure.

“Public Infrastructure Cost Overrun” is defined in Section 6.5.2

“Public Infrastructure Delay and Scheduling Overrun” means any cost overrun that (a) arises from delays in the performance of the Public Infrastructure Work by the Construction Manager or its subcontractors; (b) is caused by Construction Manager’s failure to properly schedule and coordinate the Baseball Stadium Work and the Public Infrastructure Work; or (c) arises from delays resulting from the performance by the Architect of its obligations under the Architect Contract.

"Public Infrastructure Design Costs" means the Public Infrastructure Costs to be paid directly by the Stadium Developer or other Team Affiliates to cover fees and costs relating to the Architect, the civil engineer, and other design professionals incurred in connection with the Public Infrastructure.

"Public Infrastructure Funding Account" means each account or sub-account established by each of the County and the City for funding the Public Infrastructure Work as set forth in Section 7.1(e).

"Public Infrastructure GMP" is defined in Section 3.8(e).

"Public Infrastructure Site" means the site of the Public Infrastructure Work.

"Public Infrastructure Work" means all work to be performed to construct the Public Infrastructure in accordance with this Agreement.

"QSR" means a fast food restaurant or food shop in which meals or food items are sold at a counter or window, or for take-out purposes. "QSR" does not include casual dining restaurants with waited service or Latin restaurants that may serve croquettes or pastries from a counter or window (such as Café Versailles and La Carretta).

"Reimbursable Interim Costs" mean the lesser of (a) the total reasonable actual out-of-pocket costs (as supported by reasonable documentation) expended by all three Parties relating to the Baseball Stadium Project and the Public Infrastructure, from March 3, 2008 through the date of the notice of termination (in the categories detailed in the Schedule of Eligible Reimbursable Expenses provided in Exhibit I-1), which shall not include any costs expended by the City relating to the demolition of the existing Orange Bowl stadium, any other costs that would have been incurred by the City if there were no Baseball Stadium Project or that can be used towards a separate City development project or that otherwise can be used to provide value to the City unless such costs were expressly set forth in Exhibit I, or lost profits, lost tax collections, lost opportunities for economic development, and the like; or (b) \$20,500,000. For purposes of this definition, any reasonable actual out-of-pocket costs expended by the Team during the time periods set forth above shall be treated as expenditures by the Stadium Developer.

"Reimbursable Interim Costs Limitation" means (i) if a termination under Section 11.1.1 occurs prior to June 1, 2009: (a) with respect to the Stadium Developer, \$14,000,000, (b) with respect to the County, \$4,000,000, and (c) with respect to the City, \$2,500,000; and (ii) if a termination under Section 11.1.1 occurs between June 1, 2009 and July 1, 2009: (a) with respect to the Stadium Developer, \$10,000,000, (b) with respect to the County, \$7,000,000, and (c) with respect to the City, \$3,500,000.

"Replat" is defined in Section 3.4(a).

"Schedule of Eligible Reimbursable Expenses" shall mean the schedule attached hereto as Exhibit I-1.

“Schematic Design Documents” means the conceptual design documents of the Baseball Stadium, or the Public Infrastructure, as the case may be, as may be amended from time to time in accordance with this Agreement, illustrating the scale and relationship of the Baseball Stadium components or the Public Infrastructure components, as the case may be.

“Stadium Agreements” means, collectively, this Agreement, the Operating Agreement, the Non-Relocation Agreement, the City Parking Agreement, and the Assurance Agreement.

“Stadium Cost Overruns” is defined in Section 6.5.1.

“Stadium and Parking MUSP” is defined in Section 3.4(b).

“Stadium Developer” means Marlins Stadium Developer, LLC, a Delaware limited liability company, and its permitted successors and assigns.

“Stadium Developer Account” means a segregated deposit account funded and maintained by the Stadium Developer in accordance with Articles VI and VII.

“Stadium Developer Default” is defined in Section 10.1.

“Stadium Developer Personnel” is defined in Section 15.6.

“Stadium Developer Representative” is defined in Section 13.2.

“Stadium Developer Soft Costs” means the Stadium Project Costs to be paid directly by the Stadium Developer or other Team Affiliate to cover the fees and costs relating to the Design Professionals and the Stadium Developer’s owner’s representative, legal fees and other consultant fees (but excluding legal fees and costs related to pending or threatened litigation against the County and/or the City, including mediation and arbitration) incurred after March 3, 2008 in connection with the Baseball Stadium Project.

“Stadium Events” is defined in the Operating Agreement.

“Stadium Operator” means Marlins Stadium Operator, LLC, a Delaware limited liability company, and its permitted successors and assigns.

“Stadium Project Budget” is defined in Section 5.6.

“Stadium Project Costs” means all hard costs, Stadium Developer Soft Costs and other costs incurred by the Stadium Developer and other Team Affiliates in accordance with the BSA and this Agreement for the design, development, construction and completion of the Baseball Stadium. Project hard costs include the cost of all labor, construction materials, furniture, fixtures and equipment incorporated into the Baseball Stadium, but excludes Public Infrastructure Costs.

“State” means the State of Florida.

"Substantial Completion" means (a) with respect to the Baseball Stadium, the occurrence of both of the following: (i) the Architect has signed and delivered to the Stadium Developer and the Government Representatives a certificate certifying that the Baseball Stadium or Public Infrastructure, as the case may be, has been substantially completed subject to the completion of minor punch list items that do not materially affect the use or occupancy of the Baseball Stadium or Public Infrastructure, as the case may be, and (ii) a temporary or permanent Certificate of Occupancy has been issued in respect of the Baseball Stadium, and (b) with respect to the Public Infrastructure, final inspections and acceptance by the appropriate Governmental Authorities.

"Targeted Completion Date" means April 1, 2012.

"Team" means Florida Marlins, L.P., a Delaware limited partnership, and its permitted successors and assigns.

"Team Affiliate" means the Team, the Stadium Developer, the Stadium Operator and any other entity that is an Affiliate of the Team.

"Team Depreciable Assets" means any tangible personal property included in or relating to Stadium Premises, whether located within public spaces in the Stadium Premises or in the Exclusive Areas, to the extent paid for or provided by the Stadium Developer, the Operator, the Team, or any of their licensees, Users, Service Providers or Affiliates, regardless of the legal ownership for non-income tax purposes.

"Title Defect" means any Lien or other condition which is not a Permitted Exception and would (i) render the title for the Baseball Stadium Site unmarketable or to have diminished marketability or (ii) impair the use of the Baseball Stadium Site for the purposes intended.

"Transfer" is defined in Section 15.10(a).

"Unforeseen Site Conditions" shall mean unsuitable soil conditions, man-made obstructions, abandoned foundations, utilities and natural underground obstructions or any other physical condition which may alter or delay any part of the Work.

"WASD" means the Miami-Dade Water and Sewer Department.

"Warranty Deed" is defined in Section 3.5(a).

"Work" means collectively the Baseball Stadium Work and the Public Infrastructure Work.

ARTICLE II

CONCEPTUAL DESCRIPTION OF THE BASEBALL STADIUM, PARKING FACILITIES AND PUBLIC INFRASTRUCTURE

The Baseball Stadium shall be a first class baseball stadium to be owned by the County and constructed on the Baseball Stadium Site. The Baseball Stadium shall have a retractable

roof, a natural grass playing field, a capacity of approximately 37,000 spectators, including approximately 3,000 club seats, approximately 60 private suites, and concession, entertainment and retail areas, fixtures, furnishings, equipment, features, systems and amenities comparable with other recently constructed Major League Baseball ballparks with similar capacity and amenities in San Diego, St. Louis, Houston, Philadelphia, Pittsburgh, and Milwaukee. The features of the Baseball Stadium, including Team offices and retail space, are more particularly described in the Project Program Statement and will be reflected in the Design Documents. The Baseball Stadium will be supported by the Public Infrastructure and Parking Facilities that will be constructed and operated as provided in the City Parking Agreement.

ARTICLE III

THE BASEBALL STADIUM SITE

3.1 The Site. The Baseball Stadium will be developed on approximately 16.975 acres of land within the Entire Site identified in Exhibit A (the "Baseball Stadium Site"). The Baseball Stadium Site is further defined by the legal description set forth in the ALTA/ACSM LAND TITLE SURVEY, initially prepared on April 9, 2007 (boundary) and February 14, 2008 (topographic portion), and updated on October 7, 2008 and November 18, 2008, a copy of which is on file with the Clerk of the Board and incorporated herein by reference. The Baseball Stadium Site includes a plaza area, as indicated on Exhibit A, that will be open to the general public as provided in the Operating Agreement. The City has not taken any action since the Acceptance Date and shall not take any action that to its knowledge would impair the condition of the Baseball Stadium Site, or the portion of the Entire Site upon which the Parking Facilities or Public Infrastructure will be constructed. If any Title Defects arose or arise between February 13, 2008 and the date of conveyance of the Baseball Stadium Site under Section 3.5, the City shall use reasonable commercial efforts to cure any such Title Defects within thirty (30) days, provided that (i) the City shall not be required to institute any litigation or eminent domain proceedings, and (ii) the City shall not be required to expend funds for such purpose, other than the fees of its legal counsel.

3.2 Site Conditions; Environmental Remediation and Insurance.

(a) Pursuant to Section 4.01(e) of the BSA and subject to the terms of this Agreement, the Team accepted the condition of the Baseball Stadium Site on the Acceptance Date for the purpose of constructing the Baseball Stadium. As necessary to fulfill its obligations to cause the completion of the construction of the Baseball Stadium, the Stadium Developer accepts complete responsibility for conditions encountered at the Baseball Stadium Site which are (i) Unforeseen Site Conditions; (ii) subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in the Construction Documents; (iii) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Documents; and (iv) any dewatering activities necessary to construct the Baseball Stadium at the Baseball Stadium Site. The Stadium Developer shall be responsible for the removal or relocation of man-made obstructions, abandoned foundations, utilities and natural underground obstructions required for the completion of the Baseball

Stadium Work whether identified or not in the Construction Documents. The Stadium Developer also accepts responsibility for any site conditions, including environmental conditions, caused, disturbed or exacerbated by the Stadium Developer during the construction of the Baseball Stadium. Subject to paragraph (c) and the other terms hereof, the Stadium Developer agrees to be responsible and pay for all environmental remediation work that is required on the Baseball Stadium Site by Applicable Law in order to complete the construction of the Baseball Stadium. With respect to any environmental condition caused by or exacerbated by the activities of the Stadium Developer, this obligation shall survive the termination of this Agreement and shall obligate the Stadium Developer to complete all required remediation activities, included, but not limited to, all required testing, monitoring and closure conditions. The County and the Stadium Developer, on its own behalf and on behalf of any Team Affiliate, further agree not to initiate any claims or suits against the City for any damages any of them suffers from an environmental condition on the Baseball Stadium Site existing prior to the Acceptance Date, but shall have the right to join the City in the case of any third party claims or suits filed against the County, the Stadium Developer, or a Team Affiliate, arising from an environmental condition on the Baseball Stadium Site existing prior to the Acceptance Date. The Stadium Developer, on its own behalf and on behalf of any Team Affiliate, further agrees not to initiate any claims or suits against the County for any damages any of them suffers from an environmental condition on the Baseball Stadium Site but shall have the right to join the County in the case of any third party claims or suits filed against the Stadium Developer, or a Team Affiliate, arising from an environmental condition on the Baseball Stadium Site. The Stadium Developer, on its own behalf and on behalf of any Team Affiliate, agrees to indemnify, defend and hold harmless the County and the City from and against any claims arising from an environmental condition caused by or exacerbated by the Stadium Developer and/or any Team Affiliate in performing its activities under this Agreement on the Baseball Stadium Site arising subsequent to the Acceptance Date.

(b) In connection with the Stadium Developer's environmental remediation responsibility, as set forth in the paragraph (a) above, and in satisfaction of the requirements of Section 4.01(a)(iii) of the BSA, the Team has procured, and the City has reimbursed the Team the cost of the premium for, an environmental pollution liability insurance policy, bound as of the Acceptance Date. The City shall be responsible for the payment of any deductibles required for claims made under the environmental insurance policy.

(c) The City also agrees that it will, at its expense, remediate in accordance with any option available under applicable environmental law, rules and regulations, including Chapter 24 of the Miami-Dade County Code, any environmental contamination located on, in or under or originating from the portion of the Entire Site located at 1600 Northwest 7th Street, which is described in the Phase I Report as having been used in the past as a petroleum filling station, and any environmental contamination existing on, originating from, or affecting the Public Infrastructure sites which are located within the Entire Site.

(d) As necessary to complete its construction obligations related to the Public Infrastructure Work, the County and the City accept complete responsibility for conditions encountered at the Public Infrastructure Site which are (i) Unforeseen Site Conditions; (ii) subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in the Construction Documents; and (iii) unknown physical conditions of

an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Documents. The Public Infrastructure Work shall include the removal or relocation of man-made obstructions, abandoned foundations, utilities and natural underground obstructions required for the completion of the Public Infrastructure Work whether identified or not in the Construction Documents. The County's and City's responsibilities with respect to the foregoing are further defined in Section 3.8 hereof.

(e) The indemnification obligations and covenants not to sue contained in this Section 3.2 shall survive the expiration or earlier termination of this Agreement.

3.3 Title Insurance. The County and the Team Affiliates shall not be obligated to purchase a title insurance policy, but shall be free to purchase a title policy from any title company or companies they select (it being understood that the City shall have no obligations with respect to such policy except as provided below). The City shall execute such customary affidavits (gap, no-lien and possession) as may be reasonably required by the title company in order to delete the standard exceptions, but not to delete any Permitted Exceptions, from the title commitment and title policy, if the County and/or Team Affiliates elect to obtain a title policy. If the Team Affiliates and the County agree that title insurance for the land is required, the County shall procure such policy. If the cost of the title insurance policy is greater than \$10,000, the cost of the policy shall be borne equally between the Team Affiliates and the County. If the cost of the title insurance policy is less than or equal to \$10,000, the Team Affiliates shall bear the cost.

3.4 Replatting; Abandonment of Easements and Rights of Way; MUSP.

(a) The City has commenced and shall diligently pursue the approval of a replat (the "Replat") of portions of the Entire Site for the purpose of:

(i) abandoning and/or relocating those easements and rights of way located within the Entire Site which would interfere with the construction, location or operation of the Baseball Stadium or the Public Infrastructure (the "Encroaching Easements"); and

(ii) recording the subdivision of the relevant portions of the Entire Site and any easements necessary for the construction or operation of the Baseball Stadium.

The contemplated Replat submitted to Miami-Dade County and the City of Miami, originally dated April 9, 2007, with updates on February 14, 2008 and October 17, 2008, and prepared by Fortin, Leavy, Skiles, Inc., is on file with the Clerk of the Board and is incorporated herein by reference. The City shall pay all the expenses incurred in connection with the approval and recordation of the Replat, including the abandonments, relocations and other work necessary for such approval and recordation.

(b) The Stadium Developer and the City jointly shall diligently pursue the approval of a Major Use Special Permit for the purpose of enabling the County, the Stadium Developer or the City, as appropriate, to procure a building permit for the construction of the Baseball Stadium and the Parking Facilities (the "Stadium and Parking MUSP"). The Stadium Developer, as it relates to the Baseball Stadium portion of the Stadium and Parking MUSP, and

the City, as it relates to the Parking Facilities portion of the Stadium and Parking MUSP, each shall pay for the respective studies, plans and other submissions which are required for the Stadium and Parking MUSP. The City shall be responsible for any permits and costs associated with the Other Development.

(c) The Parties shall reasonably cooperate with one another in connection with the applications for the Replat and any amendments and supplements thereto and shall promptly and diligently, and as often as may be required, join in the execution of applications, submissions and other documents and appear at meetings, staff conferences, public hearings and such other events of the City, the County, the State and the United States, and their respective agencies, departments, boards and commissions, as required. The Parties shall work diligently and cooperatively to expeditiously complete the Replat. Any necessary abandonment of roads, abandonment and relocation of utilities, and abandonment or relocation of Encroaching Easements required for the Replat were included with the Replat as described above.

(d) The Parties shall reasonably cooperate with one another in connection with the application for the Stadium and Parking MUSP, and shall promptly and diligently, and as often as may be required, join in the execution of applications, submissions and other documents and appear at meetings, staff conferences, public hearings and such other events of the City, the County, the State and the United States, and their respective agencies, departments, boards and commissions, as required.

3.5 Conveyance of Baseball Stadium Site; Easements.

(a) Promptly following but in no event later than thirty (30) days following the approvals of the applications for the Replat and the Stadium and Parking MUSP, and the recordation of the Replat, the City shall convey to the County, and the County shall accept from the City, fee simple title to the Baseball Stadium Site. The conveyance shall be by special warranty deed in the form attached hereto as Exhibit E (the "Warranty Deed"), free and clear of all Liens, leasehold or other possessory interests except for Permitted Exceptions. The Warranty Deed shall provide for reversion of title to or at the direction of the City if (i) the Operating Agreement is terminated and (ii) the County fails to secure a replacement professional sports franchise to use the Baseball Stadium within three (3) years after such termination.

(b) The City shall, upon Commission approval, grant to the County the following easements (collectively, the "Easements") at the times indicated below:

(i) contemporaneously with the conveyance of the Baseball Stadium Site, an access easement for ingress and egress to the Baseball Stadium Site, in a form and substance reasonably satisfactory to the Parties;

(ii) prior to the Commencement of Construction of the Public Infrastructure Work, an easement for any land underlying any of the Public Infrastructure as shall be reasonably requested by the County in order to improve such land, in a form and substance reasonably satisfactory to the Parties; and

(iii) prior to the Commencement of Construction, a temporary construction easement to use portions of the Entire Site as specified in such easement for construction and staging for construction of the Baseball Stadium or Public Infrastructure (as applicable), in a form and substance reasonably satisfactory to the Parties.

The Parties shall take such necessary steps as are required to give proper effect to such Easements. Prior to the Stadium Developer's and/or County's exercise of rights under such Easements, the Stadium Developer and/or the County shall provide evidence of insurance in accordance with the terms of Article VIII of this Agreement or as otherwise acceptable to the City. Such Easements shall terminate upon the reversion of title to the Baseball Stadium Site pursuant to Section 3.5(a), or as otherwise specified therein.

(c) In addition, at any time after the effective date of this Agreement, the City shall grant to the County, subject to Commission approval, any other easements that are reasonably necessary to complete the construction of the Baseball Stadium and the Public Infrastructure Work.

(d) The County shall have the right to grant utility, access and other similar easements affecting the Baseball Stadium Site and to construct and install utility lines and other improvements in accordance with such easements provided that such work is fully coordinated and does not unreasonably interfere with the construction or operation of the Baseball Stadium. The City shall join in such grants of easement as reasonably necessary to give effect thereto. The City shall grant such utility, access and other similar easements on the Development Site as the County and Team Affiliates may reasonably request to facilitate the development, construction and operation of the Baseball Stadium and Public Infrastructure.

(e) The County shall grant to the City such utility, access and other similar easements on the Baseball Stadium Site as the City may reasonably request to facilitate the development, construction and operation of the Other Development, provided that such easements do not interfere with the construction, use or operation of the Baseball Stadium or the Public Infrastructure, as the case may be.

3.6 Development Requirements.

(a) The City or the County, as appropriate, in consultation with the Stadium Developer, shall expeditiously process all applications for consents, approvals and permits necessary to allow for the timely construction of the Baseball Stadium, the Parking Facilities and the Public Infrastructure, which may include, if applicable, without limitation: (i) the applications or petitions which otherwise require governmental approvals described in Section 3.4, (ii) major use special permit and any other special permits and/or special exception applications, (iii) road, alley, and/or public right of way closure(s) and relocation petitions, (iv) re-platting petitions, (v) re-zoning or zoning variance applications, (vi) DERM and WASD approvals, (vii) petitions to relocate all public and private utilities, including, without limitation, electric, gas, cable, telecommunication, water, sewer, and storm drainage facilities, located within the Baseball Stadium Site to areas to be located outside the boundary of the Baseball Stadium Site, (viii) Federal Aviation Administration clearance letter, if needed, for the Baseball Stadium and (ix) building permits (collectively, including (i) – (ix), the “Development

Requirements”). The City or the County staff, as appropriate, shall serve as the applicant or co-applicant for any government approval processes relating to the Development Requirements for the Baseball Stadium. County Manager and City Manager, or their respective designees, shall, within ten (10) Business Days following receipt of a written request from the Stadium Developer, execute any applications, forms or petitions necessary to modify, renew, or obtain any Development Requirements for the Baseball Stadium, as may be necessary from time to time, if written consent of the property owner is required for such application, form or petition. The City and the County each shall act reasonably to expedite any applications for actions or approvals requested or required of them in connection with the permitting and construction of the Baseball Stadium and the Public Infrastructure to allow for the undelayed completion of the Baseball Stadium and the Public Infrastructure, and each shall dedicate at least one member of its building permit staff and make available other appropriate staff to serve as a liaison for the Baseball Stadium Project and the Public Infrastructure to expedite the permitting process and other City and County review and approval processes at no cost to the Stadium Developer for such expediting and staffing. Further, the City and the County each agrees not to act unreasonably, or fail to act, in a manner that would substantially delay or place in jeopardy, or would reasonably be expected to jeopardize, the completion of the Baseball Stadium by the Targeted Completion Date and the Public Infrastructure by the date set forth in the Master Project Schedule. The Stadium Developer agrees not to act unreasonably, or fail to act, in a manner that would substantially delay or place in jeopardy, or would reasonably be expected to jeopardize, the completion of the Public Infrastructure by the Substantial Completion date set forth in the Master Project Schedule.

(b) The City agrees to review building permits relating to the Baseball Stadium in accordance with the schedule set forth below, but the Package Review Times shall not commence until the City shall have received a completed application form for the relevant permit and all plans, reports, information, exhibits or other documents required to be submitted with such application. Within five (5) Business Days of receiving any such permit application, the City shall cause its building department to provide to the Stadium Developer in writing a specific list of any documents or other requirements that are missing or otherwise required to issue the permit.

<u>Permit Review Packages</u>	<u>Package Review Time</u>
Permit Package 1 – Foundations	20 Business Days
Permit Package 2 – Superstructure, Roof	20 Business Days
Permit Package 3 – Enclosures, Interiors, Finishes	30 Business Days

Once the City has determined that the permit application and related documents are complete, the City shall commence review of the completed application form. In the event that the City discovers issues during its review of the permit plans, it will immediately notify the Stadium Developer of same in order to meet the mutual goals of the Parties.

(c) Any City or County permit fees and other City or County Development Requirement fees (including but not limited to fees for the Stadium and Parking MUSP, DERM,

WASD, platting and building permit applications) applicable to the Baseball Stadium Project shall be customary and consistent with amounts charged for City-owned or County-owned, respectively, projects and shall be waived by the City or County, respectively, to the extent authorized as of the Effective Date of the BSA by County or City code provision or administrative regulation. To the extent such waivable fees are advanced by the Team Affiliate, the City or the County, as the case may be, shall promptly reimburse the Team Affiliate for such fees. City impact fees, if any, shall be imposed on the Baseball Stadium only to the extent the impacts of the Baseball Stadium exceed the impacts of the former Orange Bowl on the property. Because the IPSIG for the Baseball Stadium Project was assigned at the time that the BSA was approved by the Board, the Inspector General contract fee shall not apply to this Agreement or the other Stadium Agreements. Any fees payable with respect to the IPSIG assigned to the Baseball Stadium Project or the Inspector General shall be paid by the County. The Team Affiliates and the County shall not be responsible for any major use special permit, application or other costs relating to the Other Development or Parking Facilities.

(d) The City has confirmed via separate letter from its Zoning Administrator and Director of Planning, respectively, that the proposed uses of the Entire Site for the Baseball Stadium and the Parking Facilities are consistent with the current zoning and the City's Comprehensive Land Use Plan for the Entire Site.

(e) The Parties agree that the latest version of Building Code set forth in Chapter 8 of the Code of Miami-Dade County, as of the date of the permit application(s), shall govern the permitting of the Construction Documents.

(f) The Government Parties shall use reasonable best efforts to cause Florida Power and Light and any other private utility companies whose work will affect the Baseball Stadium Work or the Public Infrastructure Work to expedite their work so as not to cause any delay in the orderly progress of the Baseball Stadium Work or the Public Infrastructure Work in accordance with the Master Project Schedule. The Parties acknowledge that, notwithstanding the Government Parties exercise of reasonable best efforts, delays in the Work performed by private utility companies shall be considered events of Force Majeure. Under no circumstances shall the requirement to use reasonable best efforts require the Government Parties to expend funds for such purpose.

3.7 Access to Site.

(a) The City shall provide authorization for the Stadium Developer and its agents, consultants and contractors (including the Construction Manager and the Design Professionals) to, immediately upon execution of this Agreement, enter upon the Entire Site in order for them to be able to perform various tests and studies of the Entire Site, and other preconstruction work as contemplated by this Agreement. Prior to entering the Baseball Stadium Site, the Stadium Developer shall provide evidence of insurance as set forth in Article VIII or as otherwise reasonably acceptable to the Government Parties and hereby agrees to indemnify the Government Parties for personal injury or property damage arising out of its activities on the Baseball Stadium Site under this Section in accordance with Article XII. The right of access herein granted with respect to the Development Site shall be exercised in such a manner as not to cause any unreasonable damage or destruction to, or unreasonable interruption or interference

with, the rights of the City or others to enter upon or use the Development Site. The Stadium Developer agrees to immediately pay or cause to be removed any liens or encumbrances filed against the Development Site as a result of any actions taken by it or on its behalf in connection with the work contemplated by this paragraph, and to repair such damages to the Development Site caused by said work as the City shall reasonably require, giving due weight to the expected demolition of the improvements on the Entire Site.

(b) Upon its taking title to the Baseball Stadium Site, the County shall make the Baseball Stadium Site fully available to the Stadium Developer for the construction of the Baseball Stadium and for the other purposes contemplated by the Stadium Agreements. Upon the date set forth in the Master Project Schedule as the commencement of construction date, the Stadium Developer shall be fully responsible for securing the Baseball Stadium Site and for providing the insurance required by this Agreement.

(c) The Government Representatives shall be given access to the Baseball Stadium Site to conduct the inspections provided for in Section 5.5.

3.8 Public Infrastructure.

(a) The Public Infrastructure Work shall be completed in accordance with the Master Project Schedule. Subject to the terms and conditions of this Section 3.8 and the other provisions of this Agreement, Stadium Developer shall be responsible for the management of the design and construction of the Public Infrastructure Work. The Stadium Developer shall contribute One Million Dollars (\$1,000,000) to Public Infrastructure Costs. Any payments Stadium Developer makes toward the Public Infrastructure Design Costs or payment of fees, interest, premiums and other costs for the CM Services Security for the Public Infrastructure will be credited against such contribution. If the Public Infrastructure Design Costs and the fees, interest, premiums and other costs paid for the CM Services Security for the Public Infrastructure exceed One Million Dollars (\$1,000,000), then such excess amounts shall be credited against the Stadium Operator's payment obligations under Section 9.3(b) of the Operating Agreement. Except as otherwise provided in this Agreement, the County and the City shall each fund and pay, as and when due, one-half of all remaining Public Infrastructure Costs (except for those noted on Exhibit G as being funded 100% by the City or by the requesting party as an addition to or enhancement of the Public Infrastructure Work). Stadium Developer shall have no responsibility for Unforeseen Site Conditions relating to the Public Infrastructure Work, as the County and the City shall be responsible for any Unforeseen Site Conditions affecting the Public Infrastructure Work. The Government Parties shall obtain, or cause to be obtained, such property rights as are necessary to permit the construction and operation of the Public Infrastructure. Exhibit G, including any items listed thereon as allowances or alternates, contains a description of all material elements that comprise the Public Infrastructure. None of the Public Infrastructure elements listed in Exhibit G may be amended or deleted without the prior written approval of all Parties and any value engineering and other cost saving alternatives recommended pursuant to any of the subsections below shall be subject to the requirement that none of the work listed in Exhibit G be amended or deleted.

(b) The Public Infrastructure Budget contains contingency amounts for the Public Infrastructure Work. Stadium Developer may recommend to the Government

Representatives uses of the contingency set forth in the Public Infrastructure Budget, but any use of contingency amounts by Stadium Developer from the Public Infrastructure Budget shall require the prior approval of the Government Representatives. Public Infrastructure Design Costs shall be paid directly by the Stadium Developer and credited against the Stadium Developer funding requirement set forth in Section 6.4. The Stadium Developer shall update the Public Infrastructure Budget monthly, and shall provide copies thereof to the Government Representatives. The Stadium Developer shall provide the Government Representatives with monthly progress reports, in a form reasonably acceptable to the Government Representatives, relating to the Public Infrastructure Costs, including all expenditures by the Stadium Developer during the preceding month. The Public Infrastructure Budget updates and the monthly progress reports shall be in substantially the same form as the monthly updates and progress reports relating to the Baseball Stadium Project.

(c) Each Government Party shall, upon request of any Party, provide evidence of the funding for its share of the Public Infrastructure Costs. The County and the City shall each fund and pay one-half of the cost any Public Infrastructure Cost Overrun described in Section 6.5.2. and the cost of any Change Order relating to the Public Infrastructure Work; provided, however, that (i) if any Party requests any additions to, or enhancements of, the elements of the Public Infrastructure described in Exhibit G hereof, then the cost for such enhancement or addition shall be paid solely by the Party requesting the addition or enhancement, including any Stadium Cost Overruns, Governmentally Caused Overruns and Public Infrastructure Cost Overruns associated with such addition or enhancement; and (ii) for those items noted on Exhibit G as being funded 100% by the City, the cost for such items shall be paid solely by the City, including any Stadium Cost Overruns, Governmentally Caused Overruns, and Public Infrastructure Cost Overruns associated with such addition or enhancement, except to the extent such overrun was caused by the Stadium Developer's negligent performance of its duties under this Agreement or by Public Infrastructure Delay and Scheduling Overruns. Notwithstanding the foregoing, the cost of any work that is required in order for the Public Infrastructure to comply with Applicable Laws shall be shared equally between the County and the City.

(d) The Stadium Developer shall hire and pay the Architect, civil engineer and other design professionals required to design the Public Infrastructure Work. The Stadium Developer shall cause each design professional for the Public Infrastructure Work to carry professional liability and other insurance coverages as are customary, and in amounts customary, for work of this nature. The Architect Contract for the Public Infrastructure Work shall (i) contain substantially the same terms and conditions as contained in the Architect Contract referenced in Section 4.2 hereof, (ii) require the Architect to separately allocate and account for its fees and expenses between Stadium Project Costs and Public Infrastructure Costs; (iii) grant Stadium Developer, the County and the City the right to audit the books and records of the Architect to confirm whether Stadium Project Costs and Public Infrastructure Costs have been properly allocated and accounted for; (iv) require that all applications for payment and invoices clearly delineate between payment requested for services provided in connection with the Baseball Stadium and payment requested for services provided in connection with the Public Infrastructure; (v) require that the Design Documents produced by the Architect clearly distinguish between Baseball Stadium Work and Public Infrastructure Work so that bid packages can separately identify, and distinguish between, Baseball Stadium Work and Public

Infrastructure Work; and (vi) require that the Architect coordinate its services for the Public Infrastructure with its services for the Baseball Stadium and that the Architect waive any claim it may have against Developer, the County or the City to the extent that such claim is based on a delay, default or other failure on the part of the Architect to coordinate its services for the Public Infrastructure Work with its services for the Baseball Stadium Work. The Government Representatives shall have the right to review and approve the Design Documents relating to the Public Infrastructure Work in the manner and using the same procedures and time periods for review as are set forth in Section 4.3 for the Stadium Design Documents, provided, however, that the Government Representative's approval of the design documents for the Public Infrastructure Work shall not be subject to the same standards of approval as apply to the Baseball Stadium Project, and the Government Representative may withhold approval of the design documents for the Public Infrastructure Work in its reasonable discretion.

(e) The Stadium Developer shall hire the Construction Manager for the Public Infrastructure Work subject to the Board's approval by two-thirds of the Board membership and the Commission's approval by four-fifths of the Commission membership of a bid-waiver under Section 255.20, Florida Statutes. If such bid waiver is not approved within forty-five (45) days after the date of approval of this Agreement by the Board and the Commission, the County and the City agree to use reasonable and diligent efforts to hire a contractor or construction manager for the performance and management of the Public Infrastructure Work as quickly as reasonably possible, in accordance with Applicable Law. Within forty-five (45) days after the date of approval of this Agreement, the County and the City, with the Stadium Developer's assistance shall negotiate the fee, general conditions amount, insurance costs, and the pre-construction services amount that will be charged by the Construction Manager for the Public Infrastructure Work. If, for any reason, the County and City cannot obtain from Hunt/Moss, a Joint Venture, satisfactory terms and conditions for the Public Infrastructure Work, then the County and City may negotiate with other construction management firms for the role of Construction Manager for the Public Infrastructure Work. As part of its obligations under the Construction Management Contract, the Construction Manager shall prepare a schedule of values for the Public Infrastructure Work that allocates the cost of the Public Infrastructure Work among the fee, the general conditions amount, the insurance costs, the pre-construction services and the various categories of trade work that comprise the Public Infrastructure Work. In addition, the Construction Management Contract for the Public Infrastructure Work shall (i) contain substantially the same terms and conditions as contained in the Construction Management Contract referenced is Section 5.2 hereof; (ii) require the Construction Manager to separately allocate and account for Stadium Project Costs and Public Infrastructure Costs; (iii) grant Stadium Developer, the County and the City the right to audit the books and records of the Construction Manager to confirm whether Stadium Project Costs and Public Infrastructure Costs have been properly allocated and accounted for; (iv) require that all applications for payment and invoices clearly delineate between payment requested for Baseball Stadium Work and payment requested for Public Infrastructure Work; (v) require that bid packages be prepared in a manner that separately identifies, and distinguishes between, Baseball Stadium Work and Public Infrastructure Work; (vi) require the Construction Manager to use its best efforts to propose value engineering and other cost saving alternatives to cause the Public Infrastructure GMP (or then estimated construction cost, as applicable) to be within the construction cost limitation for the Public Infrastructure Work set forth in the Public Infrastructure Budget; (vii) require that the Construction Manager waive any claim it may have against Developer, the County or the City to

the extent that such claim is based on a delay, default or other failure on the part of the Construction Manager to properly schedule and coordinate the Public Infrastructure Work with the Baseball Stadium Work; (viii) require that the Construction Manager be responsible for delays, and cost overruns associated with such delays, that are caused by delays in the performance of the Public Infrastructure Work by the Construction Manager or its subcontractors (including additional costs associated with impacts to the Stadium Work) or caused by Construction Manager's failure to properly coordinate the Baseball Stadium Work and the Public Infrastructure Work; (ix) require that the Construction Manager provide a guaranteed maximum price for the Public Infrastructure Work ("Public Infrastructure GMP") that is consistent with the construction cost limitation for the Public Infrastructure Work set forth in the Public Infrastructure Budget and otherwise acceptable to the County and the City; and (x) provide that the Public Infrastructure GMP shall separately identify a construction contingency that shall be dedicated solely to the Public Infrastructure Work. At the same time that the Construction Manager is required to present its proposal for an Public Infrastructure GMP, the Stadium Developer shall also solicit a proposal from the Construction Manager for the Construction Manager's fees and general conditions sum based on the Construction Manager managing the Public Infrastructure Work on a "cost plus fee" basis without a guaranteed maximum price. Prior to establishment of the Public Infrastructure GMP, if any of the estimates of the Public Infrastructure Costs based on the then current Design Documents indicates that the Public Infrastructure Costs will exceed the construction cost limitation set forth in the Public Infrastructure Budget, then the Construction Manager shall be required to propose value engineering recommendations so as to cause the estimates to be within the Public Infrastructure Budget. Any such value engineering recommendations shall be subject to the approval of the County and the City, and the Government Parties agree to reasonably cooperate with any value engineering recommendations made to cause the Public Infrastructure GMP to be within the construction cost limitation for the Public Infrastructure Work set forth in the Public Infrastructure Budget. Any cost savings, including the construction contingencies, relating to the Public Infrastructure Work shall be shared equally by the County and the City, unless otherwise agreed to by the Government Parties.

(f) If Hunt/Moss, a Joint Venture, is ultimately selected as the Construction Manager for the Public Infrastructure Work, before the Construction Manager commences its services related to the Public Infrastructure, the Construction Manager shall execute, deliver to the County and City (with copies to the Stadium Developer), and record in the public records of the County, the following payment and performance bonds: (i) prior to establishment of the GMP for the Public Infrastructure Work pursuant to the Construction Management Contract, a payment and performance bond in an amount equal to the value of all preconstruction services to be provided by the Construction Manager under the Construction Management Contract, (ii) to the extent that, prior to establishment of the GMP for the Public Infrastructure Work pursuant to the Construction Management Contract, the Construction Manager enters into any subcontracts or purchase orders, a payment and performance bond from the applicable subcontractor or supplier in an amount equal to the total subcontract or purchase order amount, and (iii) upon the establishment of the GMP pursuant to the Construction Management Contract, a payment and performance bond in an amount equal to the total cost of construction of the Public Infrastructure. In the alternative, if a general contractor other than Hunt/Moss, a Joint Venture, is selected as the general contractor for the Public Infrastructure Work, before such general contractor commences its services related to the Public Infrastructure, the general contractor

shall execute, deliver to the County and City (with copies to the Stadium Developer), and record in the public records of the County, a payment and performance bond in an amount equal to the total cost of construction of the Public Infrastructure. Each payment and performance bond required above shall be in compliance with the terms of Section 255.05, Florida Statutes, specifically in compliance with the requirements of Section 255.05(1)(a) and (c), 255.05(3), and 255.05(6), shall name the County, the City and the Stadium Developer beneficiaries thereof, as joint obligees. Each payment made to the Construction Manager for its performance of construction management services for the Public Infrastructure Work (i.e., management fee, profit, office overhead, general conditions performed or provided by the Construction Manager as part of its construction management services and cost of work that is self-performed by the Construction Manager), shall be made by a dual party check (or other dual party payment method) in the name of the Stadium Developer and the Construction Manager.

(g) If Hunt/Moss, a Joint Venture, is ultimately selected as the Construction Manager for the Public Infrastructure Work, then before the Construction Manager commences its services related to the Public Infrastructure, (i) the Stadium Developer shall execute, deliver to the County and the City, and record in the public records of the County, a payment and performance bond for the total cost of construction of the Public Infrastructure in compliance with the terms of Section 255.05, Florida Statutes, naming the County, the City and the Team Affiliate beneficiaries thereof, as obligees; or (ii) in lieu of such bond, the Stadium Developer shall file with the County an alternative form of security in the form of cash, irrevocable letter of credit, or other security of the type listed in Section 255.05(7) or Part II of chapter 625, Florida Statutes (the "CM Services Security"), in an amount equal to the total cost of the construction management services to be performed by the Construction Manager for the Public Infrastructure Work (i.e., management fee, profit, office overhead, general conditions, and cost of work that is self-performed by the Construction Manager if the payment and performance of such self-performed work is not covered by the payment and performance bond provided by the Construction Manager to the County and the City as provided in Section 3.8(f)), as depicted in the initial Schedule of Values divided by the total number of months that comprise the performance period of the construction management services, all in accordance with the provisions of Section 255.05(7), Florida Statutes. The amount of the CM Services Security for the Public Infrastructure Work shall be adjusted in accordance with such formula as the total cost of the construction management services and performance period are adjusted by Change Order. By way of example, if the aggregate cost of the construction management services equals \$3,500,000 and such services are required for a period of 35 months, the amount of the required CM Services Security would be equal to \$100,000. The Stadium Developer shall be permitted to use the CM Services Security for the Public Infrastructure Work to make its final payment to the Construction Manager for the Public Infrastructure Work. In the event the CM Services Security for the Public Infrastructure Work is used to cover the cost associated with the construction management services as contemplated herein, the Stadium Developer shall replenish the CM Services Security for the Public Infrastructure Work in an amount equal to such draws such that the CM Services Security for the Public Infrastructure Work at all times is equal to the amount required by this section. Fees, interest, premiums and other costs paid by the Stadium Developer for CM Services Security for the Public Infrastructure Work shall be considered Public Infrastructure Costs and shall be credited against the Stadium Developer's contribution referenced in Section 3.8(a).

(h) The Construction Manager shall prepare bid packages for the Public Infrastructure Work and competitively bid each bid package in accordance with applicable state and local law. Bidding for any roadwork shall be subject to the lowest responsive, responsible bidder rules, which permit the Construction Manager to pre-qualify bidders. The Construction Manager shall be permitted to negotiate price with the lowest responsive, responsible bidder for roadwork, and with any bidder it deems highest ranked for other portions of the Public Infrastructure Work. The County and City Representatives shall be permitted to review any of the Construction Manager's bid packages and bid award process for compliance with state and local law. The County and City Representatives (or their designees) shall attend the weekly progress meetings relating to the Public Infrastructure Work and Public Infrastructure Costs and shall be available to review any Change Orders relating to the Public Infrastructure Work. The approval of the County Representative and the City Representative shall be required for all Public Infrastructure Work Change Orders. For any Public Infrastructure Change Orders, the Stadium Developer shall be permitted to perform value engineering to minimize or eliminate any impact to the Public Infrastructure Budget, so long as such value engineering does not cause the elimination of a material or necessary element of the Public Infrastructure Work. The County and City Representatives shall review any such Public Infrastructure Work Change Order within ten (10) Business Days. The County and City Representatives' approval of any change orders requiring approval hereunder shall not be unreasonably withheld, delayed or conditioned.

(i) If a Public Infrastructure Cost is incurred as a result of the error, omission, default or other failure to perform by the Architect or the Construction Manager pursuant to their respective contracts, the Government Parties, as a third party beneficiaries of the Architect Contract and the Construction Management Contract, shall have the right to pursue recovery against the Architect or the Construction Manager, as the case may be. The Stadium Developer shall cooperate with the Government Parties in connection with its pursuit of any such claim.

(j) The Stadium Developer shall cause the Public Infrastructure Work to be included within the insurance policies to be purchased and maintained under Sections 8.1 and 8.2 hereof. Such policies shall include, as appropriate, the Architect, Construction Manager and subcontractors, and shall contain the same named insureds, additional insureds, coverages and minimum limits as are set forth in Sections 8.1 and 8.2.

(k) With respect to any utility work that is part of the Public Infrastructure Work, the utilities will be brought to the property line of the Baseball Stadium Site, and utility work within the property line of the Baseball Stadium Site shall be part of the Baseball Stadium Work. The Public Infrastructure shall not include any Work to be completed within the Baseball Stadium Site. The Public Infrastructure shall not include any Work to be completed within the City Parking Site (as defined in the City Parking Agreement), except as needed for the Baseball Stadium Project.

(l) The Parties acknowledge that certain costs may not be allocable specifically to the Public Infrastructure Work or the Baseball Stadium Work and hereby agree that such costs shall be allocated between the Baseball Stadium Work and the Public Infrastructure Work based on the respective percentages that the respective budgets for each scope of Work bears to the total costs for all Work reflected in the Stadium Project Budget and the Public Infrastructure Budget (the "Cost Allocation Percentage"). The Cost Allocation

Percentage shall be adjusted based upon the respective costs reflected in the first Schedule of Values submitted and accepted after establishment of the GMP for the Public Infrastructure Work or the Baseball Stadium Work and shall be subject to final adjustment based upon final reconciliation of the Public Infrastructure Costs and the Stadium Project Costs relating to the Public Infrastructure Work and the Baseball Stadium Work. The Cost Allocation Percentage shall be applied to the costs of the "developer controlled" insurance program and all other unallocated costs that the Parties agree to include. If a Party wishes to include an unallocated cost as being subject to the Cost Allocation Percentage, then it shall give the other Parties advance notice thereof and the Parties shall meet in good faith to determine whether the cost is properly characterized as an unallocated cost. If the Parties are unable to agree whether a cost, expense or claim by a third party providing services to the Baseball Stadium or the Public Infrastructure is chargeable to, or otherwise in part allocable to, the Baseball Stadium or the Public Infrastructure, then such dispute between the Parties shall be resolved by Expedited ADR pursuant to Section 14.2 hereof.

(m) Notwithstanding anything in this Agreement to the contrary, if Hunt/Moss, a Joint Venture, is not engaged as the Construction Manager for the Public Infrastructure Work, then (i) the Stadium Developer shall have no obligations or responsibilities under this Agreement to manage the design or construction of the Public Infrastructure Work, (ii) all references in this Agreement to such obligations or responsibilities shall be deemed to be obligations and responsibilities of the Government Parties for the design and the management of the construction of the Public Infrastructure Work, (iii) any Public Infrastructure Delay and Scheduling Overrun shall be considered a Governmentally Caused Overrun except for those cost overruns arising from delays resulting from the performance by the Architect for the Baseball Stadium of its obligations under the Architect Contract relating to the Baseball Stadium Work, (iv) the Stadium Developer shall not have to make the \$1,000,000 contribution to Public Infrastructure Costs referenced in Sections 3.8(a) and 6.4(a)(ii), and such contribution shall instead fund the Stadium Project Costs, (v) the respective contributions of the Government Parties in Sections 6.2 and 6.3 shall each be decreased by \$500,000, and (vi) the Parties shall amend this Agreement to require the Government Parties to be responsible for the design and the management of the construction of the Public Infrastructure Work, subject to terms and conditions approved by the Stadium Developer, the Board and the Commission, including, but not limited to, necessary amendments to the Preliminary Milestones Schedule; provided, however, if such amendment is not, or will not be, effective on or before June 1, 2009, the Board, at a publicly noticed meeting, shall consider terminating this Agreement in accordance with Section 11.1.1.

3.9 Other Development.

(a) The City, or an agency or instrumentality of the City, either by itself or with third party joint venture partners, intends to develop commercial, retail and other development on the Development Site, which site shall include, at a minimum, the Entire Site, but excluding the Baseball Stadium Site ("Other Development"). The City shall keep the County and the Team Affiliates informed of any plans it develops or modifies for Other Development. The City may, subject to the provisions of this Section 3.9, (x) pursue the Other Development on such terms and conditions as it may determine, (y) transfer the right to pursue Other Development to a third party for such consideration as it determines, or (z) joint venture with the Team, or cause a third party to joint venture with the Team, to pursue Other Development.

(b) The City acknowledges that the success of the Entire Site will depend on, among other things, the proper coordination of all of the proposed construction and uses on the Entire Site. The City further agrees, and shall require and cause all users of the Other Development, to comply with the following restrictions:

(i) Other Development shall be architecturally harmonious with the Baseball Stadium and the façade features of the Other Development shall have no highly reflective materials facing the Baseball Stadium.

(ii) During the construction period for the Baseball Stadium, the Public Infrastructure and the Parking Facilities, the Baseball Stadium, Parking Facilities and Public Infrastructure contractors shall have job site priority within the limits of the construction easements required by Section 3.5. The City shall require that any work to be performed in respect of the Other Development be done without causing a delay in the completion of the Baseball Stadium and the Public Infrastructure by the Substantial Completion Dates specified in the Master Project Schedule. In addition, the City shall not, following the Substantial Completion date, allow any substantial or noisy construction activity in respect of the Other Development that materially interferes with the use of the Baseball Stadium during the period from two (2) hours before and one (1) hour after MLB Home Games or MLB Jewel Events, or other Stadium Events expected to have attendance of at least 5,000 people.

(iii) The following uses shall not be permitted within the Other Development: (A) ticket brokerage businesses (other than brokerage services provided by a Team Affiliate for Major League Baseball games and by the Soccer Team for Major League Soccer games), (B) retail businesses whose primary business directly competes with the naming rights sponsors of the Baseball Stadium at the time the retail business is established at the Development Site, except for business located in any hotel developed within the Development Site, (C) QSRs, (D) portable or temporary food stations, or the give-away of food or beverage, during the period from three (3) hours before and one (1) hour after MLB Home Games or MLB Jewel Events, or other Stadium Events expected to have attendance of at least 5,000 people, (E) the sale of beer in an outdoor bar (beer garden) within one hour before MLB Home Games or MLB Jewel Events, or other Stadium Events expected to have attendance of at least 5,000 people, except in any bar located in any hotel developed within the Development Site, and (F) the promotion and sale of baseball branded or themed memorabilia and merchandise by persons other than a Team Affiliate. The City shall not permit the use of Other Development that in any material respect interferes with the operation of the Baseball Stadium or the Parking Facilities for MLB Home Games or MLB Jewel Events, or other Stadium Events expected to have attendance of at least 5,000 people. To the extent that the Other Development may result in the overall development within the Entire Site being considered a development of regional impact by the State, when aggregated with the Baseball Stadium and/or Parking Facilities, the City shall be responsible for addressing issues or processing the DRI-related applications and any mitigation or other obligations associated therewith.

(iv) The Team or any Team Affiliate and the County shall have the right to review (but not approve) the plans and specifications as well as leases in respect of any Other Development for a reasonable period prior to the construction of such Other Development or prior to the execution of such leases.

The City and the Stadium Developer agree that the foregoing restrictions shall run with the Development Site land through the term of the Operating Agreement, or through construction in the case of the first two sentences of Section 3.9(b)(ii). The City, the County and the Stadium Developer (if appropriate) shall record an appropriate legal instrument in the Public Records of Miami-Dade County evidencing the continuing applicability of these restrictions.

3.10 Conveyance of Lots 3 & 4. Contemporaneously with the conveyance of the Baseball Stadium Site, the County shall convey to the City, and the City shall accept from the County, title to Lots 3 and 4 by County Deed in substantially the form provided in Section 125.411, Florida Statutes (2008), which are legally described as follows: LOTS 3 & 4 BLOCK 34, LAWRENCE ESTATE LAND CO'S SUBDIVISION according to the Plat thereof recorded in Plat Book 2 at Page 46 of the Public Records of Miami-Dade County, Florida (the "County Lots"), free and clear of all Liens of record, except for any exceptions that are accepted by the City (the "County Lots Permitted Exceptions"). Within ten (10) days following the effective date of this Agreement, the County shall deliver to the City, at the County's cost, a title insurance commitment committing to insure the City's acquisition of the County Lots, having an effective date no earlier than January 15, 2009. Within thirty (30) days following its receipt of the title commitment, the City shall notify the County of any condition which would render the title for the County Lots unmarketable or to have diminished marketability or impair the use of the County Lots for the development of the Parking Facilities ("County Lots Title Defects"). The County shall use reasonable commercial efforts to cure any County Lots Title Defects so noticed by the City within 30 days of its receipt of the title commitment (the "County Cure Period"), provided that (i) the County shall not be required to institute any litigation or eminent domain proceedings, and (ii) the County shall not be required to expend funds for such purpose, other than the fees of its legal counsel. In the event the County fails to cure such title defects within the such County Cure Period, the City may, within 5 days thereafter, elect to terminate this Agreement by written notice to the other Parties as provided in Section 11.1.1, or accept such title that the County may be able to convey; provided that in no event shall the City terminate this Agreement for the County's failure to cure a County Lots Title Defect subsequent to the deadline for termination for convenience under Section 11.1.1. If this Agreement is not terminated by the City within the allocated time period, the City shall be deemed to have accepted the County Lots in the condition existing as of the conveyance date and to have acknowledged that, the County does not make and specifically negates and disclaims any representations and warranties as of that date regarding the County Lots including specifically, but without limitation, environmental, soil and subsoil conditions and compliance with laws, rules and regulations. Furthermore, the City agrees not to initiate any claims or suits against the County for any damages it suffers from any condition, including, without limitation, any environmental condition on the County Lots existing prior to the date upon which the City accepts title to the County Lots, but shall have the right to join the County in the case of any third party claims or suits filed against the City, arising from such environmental condition.

ARTICLE IV

BASEBALL STADIUM AND PUBLIC INFRASTRUCTURE DESIGN

4.1 Stadium Design; Project Program Statement. The Stadium Developer shall manage and control the design of the Baseball Stadium, including the hiring of the Design Professionals and the development of all of the Design Documents. The Stadium Developer shall direct the Design Professionals to prepare Design Documents that are consistent in all material respects with the Project Program Statement, the design selected by the Design Team under the BSA and all Applicable Laws. The Project Program Statement is attached hereto as Exhibit D. The Project Program Statement shall be deemed amended to conform to the Design Documents approved in accordance with Section 4.3. The Stadium Developer may otherwise amend the Project Program Statement from time to time; provided, however, that the amendment shall not be effective without the prior written consent of the City and the County Representatives if the effect of the amendment is to: (a) cause the Targeted Completion Date to be missed; (b) cause the projected total Stadium Project Costs to exceed or further exceed the Stadium Project Budget attached hereto as Exhibit H (as the same may be amended from time to time to reflect approved increases) unless the Stadium Developer has made arrangements reasonably satisfactory to the County and the City Representatives to fund the excess cost; (c) pose a material risk to public safety; (d) eliminate a materially important programmatic element from the Project Program Statement or materially alter the design intent of the exterior of the Baseball Stadium; (e) cause the projected total Public Infrastructure Costs to exceed or further exceed the Public Infrastructure Budget (as the same may be amended from time to time by the City and the County, as the case may be, to reflect approved increases), including any increased costs caused by delays in completing the Public Infrastructure beyond the Substantial Completion Date set forth in the Master Project Schedule; (f) result in a Governmentally Caused Overrun unless the Stadium Developer and the Team waive, in writing, any claims it may have against the County and the City for Governmentally Caused Overruns resulting from the change; or (g) likely to increase the cost of the Parking Facilities or delay substantial completion of the Parking Facilities beyond the date anticipated for such substantial completion as set forth in the Master Project Schedule. Each time the Project Program Statement is amended and the amendment is of the kind that does not require Government Representative approval, no later than ten (10) Business Days from the date of the amendment, the Stadium Developer shall provide the Government Representatives an updated Project Program Statement, identifying the amendment(s) and the reason(s) for the amendment(s). Each time the Stadium Developer proposes to amend the Project Program Statement and the amendment is of the kind that requires County and City approval under one of the above listed reasons, the Stadium Developer shall provide the Government Representatives the proposed amendment to the Project Program Statement detailing the reasons for the amendment and its effect on the Baseball Stadium Project and the Public Infrastructure Work. In any instance in which County and City approval of an amendment to the Project Program Statement is required, the County and City shall provide their respective response within ten (10) Business Days following receipt of the proposed amendment and their respective approval shall not be unreasonably withheld or delayed. Failure by the County and City to respond within such ten (10) Business Days shall be deemed an approval. Any disputes under this Section 4.1 shall be resolved by Expedited ADR under Section 14.2. In the event the County or the City does not approve the amendment, the disapproving party shall provide to the Stadium Developer within said ten (10) Business Day period, detailed comments

outlining the reason why such party does not approve the proposed amendment. In the event the proposed amendment is not approved or deemed approved by the County or the City, the Stadium Developer shall either continue the process until such time as the County and the City have approved the amendment or submit the dispute to Expedited ADR pursuant to Section 14.2. Stadium Developer agrees that none of the Design Documents will modify a material element of the furnishings, fixtures and equipment planned for the Baseball Stadium (as reflected in the Project Program Statement) without the prior consent of the Government Representatives.

4.2 Design Professionals. The Stadium Developer has retained the Architect for architectural and design services required in connection with the design and construction of the Baseball Stadium. All architectural and engineering fees and sums paid to the Architect and other Design Professionals shall be paid directly by the Stadium Developer and not from the County Account or the City Account, with such fees and sums paid to be credited against the Stadium Developer funding requirement set forth in Section 6.4. In no event shall such fees and sums incurred prior to March 3, 2008 be credited against the Stadium Developer funding requirement. In no event shall the County or the City be obligated in any way to pay or reimburse the Team and/or the Stadium Developer for any Design Professional fees, except if the County or the City owes the Team or the Stadium Developer damages for breach of this Agreement or another Stadium Agreement by the County or City, as applicable. Notwithstanding and prevailing over anything herein and to the contrary, any damages for Design Professional fees and costs shall be limited to fees and costs paid under the Architect Contract for fees or sums incurred on or after March 3, 2008. The Stadium Developer shall enter into an architectural services agreement with the Architect (the "Architect Contract"), and may enter into other architectural services agreements with other Design Professionals, for the architectural and design services required in connection with the design and construction of the Baseball Stadium and, subject to terms and conditions which must be expressly approved by the County and the City, the design and construction of the Public Infrastructure. The architectural services agreement(s) shall be consistent with the terms of this Agreement and shall at all times contain the requirements set forth below. The Stadium Developer shall submit to the County and the City, for their review and approval, the architectural services agreement(s) at least ten (10) days prior to its execution. With respect to the provisions of the architectural services agreement(s) relating solely to the design and construction of the Baseball Stadium, the County's and City's approval shall be limited to the reasonable determination that the architectural services agreement(s) complies with the express requirements set forth in this Agreement, and such approval (or responsive comments) shall be provided within seven (7) days. The Government Parties' approval of the Architect Contract shall not be deemed a waiver of any rights of the Government Parties contained in this Agreement. The Architect Contract and such other design-related contracts, as applicable, include and shall include (a) a provision requiring a 5% CBE goal for the Baseball Stadium Project and Public Infrastructure Work, which goal was established following the review and recommendation of the County's Small Business Department, including the monitoring procedures set forth in Section 5.14 hereof, and a provision requiring the Architect to make reasonable good faith efforts to comply with the terms of the CBE-A/E Program; understanding, however, that the Government Parties will not be required to expend any additional design fees above the Public Infrastructure Design Costs (which shall be paid by the Stadium Developer) in order to satisfy the requirements of the CBE-A/E Program; (b) provisions requiring the Architect and any other Design Professionals with which the Stadium Developer has any contracts to comply with other Applicable Laws; (c)

provisions that such contracts are governed by Florida law and venue shall lie exclusively in Miami-Dade County, Florida; and (d) provisions under which the Architect Contract and any other contracts between the Stadium Developer and any other Design Professionals may be assigned to the County upon a default thereunder by the Stadium Developer. The Stadium Developer shall not amend any of the above-referenced provisions of the Architect Contract relating to the Baseball Stadium, or any portion of the Architect Contract or such other Design Professional contract that affects the Public Infrastructure Work, without the consent of the Government Representatives, which consent shall not be unreasonably conditioned, withheld or delayed. In any instance in which Government Representative approval of such amendment is not required, the Stadium Developer shall provide a copy of the amendment to the Government Representatives within five (5) days after the date it is executed. In any instance in which Government Representative approval of such amendment is required, the Stadium Developer shall provide the proposed amendment to the Government Representatives, and the Government Representatives shall provide their respective responses within ten (10) Business Days following receipt of the proposed amendment. Failure by the Government Representatives to respond within such ten (10) Business Days shall be deemed an approval. In the event a Government Representative does not approve the amendment, such Government Representative shall provide to the Stadium Developer within said ten (10) Business Day period, detailed comments outlining the reason why such Government Representative does not approve the proposed amendment. In the event the proposed amendment is not approved or deemed approved by the Government Representatives, the Stadium Developer shall either continue the process until such time as the Government Representatives have approved the amendment or submit the dispute to Expedited ADR pursuant to Section 14.2. Such Expedited ADR may not expand or otherwise modify the express delegations of authority granted to the Government Representatives under this Agreement. The Stadium Developer agrees to pay all undisputed amounts due and owing under the Architect Contract.

4.3 Design Documents.

(a) The County and City Representatives shall have the right to review and approve the Schematic Design Documents, the Design Development Documents and the Construction Documents for the Baseball Stadium for general conformance with the Project Program Statement or the previously approved Design Documents, as applicable. To assist the County and City in their review, the Stadium Developer shall cause the Architect to provide with any future Design Documents a summary of any changes that it reasonably believes would require the County's and City's approval under this Agreement. Such review and approval (i) shall be limited to the confirmation that the applicable Design Documents are generally consistent in all material respects with the Project Program Statement or the previously approved Design Documents, as applicable, and (ii) shall not otherwise be unreasonably withheld, conditioned or delayed. The Government Representatives shall have the right to review and approve the Schematic Design Documents, the Design Development Documents and the Construction Documents for the Public Infrastructure as specifically set forth below in this Section 4.3. Such approvals shall not be unreasonably withheld, conditioned or delayed.

(b) With respect to the design of the Baseball Stadium, the County and City Representatives shall have ten (10) Business Days after the receipt of the applicable Design Documents referenced in Section 4.3(a) to confirm that such Design Documents are generally

consistent in all material respects with the Project Program Statement or the previously approved Design Documents, as applicable. If each Government Representative does not so confirm that the applicable Design Documents are generally consistent in all material respects with the Project Program Statement or the previously approved Design Documents, as applicable, such Government Representative shall provide to the Stadium Developer, within that ten (10) Business Day period, detailed comments setting forth the reasons it believes that the applicable Design Documents are not generally consistent in all material respects with the Project Program Statement or the previously approved Design Documents, as applicable. Either Government Representative's failure to provide such comments shall not be deemed a default by the City or County (as applicable), but shall result in the applicable Design Documents being deemed approved as provided below. If, within such time, either Government Representative does not properly reject the applicable Design Documents, then such Government Representative shall be deemed to have approved the applicable Design Documents. Similarly, if a Government Representative rejects only certain specified elements in the applicable Design Documents, then the elements to which it does not object shall be deemed approved. If the Stadium Developer disagrees with any of the Government Representative's comments, then the Stadium Developer shall meet with the Government Representative to resolve any items of dispute to their reasonable satisfaction and each shall use good faith efforts to resolve any disagreements in an expeditious manner so as not to delay production of the Design Documents. The Stadium Developer shall cause the Architect to revise the applicable Design Documents (or to incorporate such modifications in the following set of Design Documents) to address any comments raised by the Government Representative(s) with which the Stadium Developer agrees and shall submit revised Design Documents to both Government Representatives for their review and confirmation as provided above. That Government Representatives shall have five (5) Business Days from the receipt of the revised Design Documents to review and approve them. The failure of the Government Representatives to respond within such five (5) Business Day period shall be deemed approval.

(c) With respect to the design of the Public Infrastructure, the Government Representatives shall have ten (10) Business Days after the receipt of the applicable Design Documents referenced in Section 4.3(a) to approve such Design Documents. If either Government Representative does not approve the applicable Design Documents, then the Government Representative shall provide to the Stadium Developer, within that ten (10) Business Day period, detailed comments setting forth the reasons that the Government Representative has not approved the applicable Design Documents. The Government Representative's failure to provide such comments shall not be deemed a default by the City or County (as applicable), but shall result in the applicable Design Documents being deemed approved as provided below. If, within such time, either Government Representative does not properly disapprove the applicable Design Documents, then such Government Representative shall be deemed to have approved the applicable Design Documents. Similarly, if the Government Representative rejects only certain specified elements in the applicable Design Documents, then the elements to which it does not object shall be deemed approved. If the Stadium Developer disagrees with any of the Government Representative's comments, then the Stadium Developer shall meet with the Government Representative to resolve any items of dispute to their reasonable satisfaction and each shall use good faith efforts to resolve any disagreements in an expeditious manner so as not to delay production of the Design Documents for the Public Infrastructure. The Stadium Developer shall cause the Architect to revise the

applicable Design Documents to address any comments raised by the Government Representative with which the Stadium Developer agrees and shall submit revised Design Documents to the Government Representative for its review and confirmation as provided above. The Government Representative shall have five (5) Business Days from the receipt of the revised Design Documents to review and approve them. The failure of the Government Representative to respond within such five (5) Business Day period shall be deemed approval.

(d) If the Parties are unable to resolve any disagreements under this Section 4.3, then any Party may file for Expedited ADR pursuant to Section 14.2.

(e) The Stadium Developer may revise the Design Documents for the Baseball Stadium from time to time provided that they remain consistent in all material respects with the Project Program Statement or the previously approved Design Documents, as applicable.

(f) The Parties understand and agree that the purposes of the design process set forth in Section 4.3 is to cause the Architect and the Parties to deliver a first-class baseball stadium consistent with the standard set forth in Article II.

4.4 Use of Plans. The Architect Contract shall grant the Stadium Developer and the County and the City (in the case of the City, such license shall only become effective in the instance that the Baseball Stadium Site reverts to the City) and subject to the security and other procedures set forth in Chapter 119 Florida Statutes, a perpetual license to use the Design Documents in connection with the development, operation and modification of the Baseball Stadium, such license being conditioned, however, on the payment of all undisputed amounts due and owing under the Architect Contract. All construction documents, plans, specifications, drawings, models, samples and the like submitted to the County, the City and/or their representatives pursuant to this Agreement are for informational purposes only, except to the extent (a) otherwise expressly provided herein, or (b) they are submitted to the County and the City for regulatory or permitting purposes. The County, the City and their representatives shall not use Design Documents produced or developed in connection with the design and construction of the Baseball Stadium for any purpose other than as contemplated by this Agreement and the other Stadium Agreements. This provision shall survive the expiration or earlier termination of this Agreement.

4.5 LEED Certification. The County and the City have informed the Stadium Developer that they shall achieve LEED silver status certification for the Baseball Stadium Project. The County and City shall each pay 50% of the incremental cost to achieve such LEED silver status certification, net of the \$1,000,000 to be provided by the Stadium Developer on behalf of Major League Baseball for such purpose (the "Incremental LEED Cost"). Incremental LEED Costs shall not include any design or construction element which qualifies for LEED points and which is required as a matter of Applicable Law at the time the Stadium Developer submits to the applicable building department a completed permit application containing such design or construction elements. In no event shall the Incremental LEED Cost payable by the County and the City exceed \$3,500,000 (not to exceed \$1,750,000 from the County and not to exceed \$1,750,000 from the City) and any amount above \$3,500,000 necessary to achieve LEED silver status certification shall be the responsibility of the Stadium Developer. Any incremental

amounts paid by the City above the amounts required to construct the Parking Facilities in compliance with the City Parking Agreement, expended at the request of the Stadium Developer to achieve LEED silver status certification for the Baseball Stadium Project under this Section 4.5, shall count towards the City's LEED contribution obligation under this Section 4.5, including the City's 50% share of amounts not to exceed \$3,500,000. The County shall be responsible for the incremental costs directly associated with compliance with the Sustainable Building Program, excluding costs related to achievement of silver LEED status which shall be allocated as set forth above.

ARTICLE V

CONSTRUCTION OF BASEBALL STADIUM AND PUBLIC INFRASTRUCTURE

5.1 Construction Administration. The Stadium Developer shall be responsible for managing, directing, supervising, coordinating and controlling the planning, design and construction of the Baseball Stadium and the Public Infrastructure in accordance with, as applicable, the Construction Documents, the Construction Schedule, the Master Project Schedule, the Stadium Project Budget and the Public Infrastructure Budget. Except as otherwise specifically provided in this Agreement, the Stadium Developer shall be responsible for taking all reasonable action for the orderly performance of all aspects of the Work required in connection with the construction of the Baseball Stadium, including:

(a) retaining the services of the Architect, compliance with the requirements of the Architect Contract, and coordinating the design of the Baseball Stadium and the Public Infrastructure;

(b) retaining, as necessary, the services of specialty consultants;

(c) retaining the services of the Construction Manager pursuant to Sections 3.8 and 5.2, as the case may be, who shall cause the Baseball Stadium and the Public Infrastructure to be constructed in accordance with the Construction Schedule and the Master Project Schedule, the Construction Documents, and the Construction Management Contract;

(d) preparing and updating, or causing to be prepared and updated, the Construction Schedule, the Master Project Schedule and the Draw Down Schedule in accordance with Section 5.7, and delivering copies to the Project Coordination Team in accordance with Section 5.7;

(e) retaining and supervising the personnel reasonably required by the Stadium Developer in order to properly perform or cause to be performed the Work;

(f) maintaining, or causing to be maintained, complete and accurate books and records, consistent with industry standards, regarding the design and construction of the Baseball Stadium Project and the Public Infrastructure, including the Design Documents, shop drawings, Change Orders, as-built drawings, applications for payment, permits, insurance policies, bills, vouchers, receipts, lien waivers, customary periodic reports, inspector daily reports, estimates, correspondence and bid calculation sheets;

(g) taking all action reasonably required to comply with all Applicable Laws and taking all reasonable action required to cause the Architect and the Construction Manager and all other agents and contractors engaged by the Stadium Developer and Team Affiliates to design and construct the Baseball Stadium and the Public Infrastructure in accordance with Applicable Laws and the provisions of the Architect Contract and Construction Management Contract;

(h) furnishing promptly to the Project Coordination Team and the Government Representatives all documents and information required to be provided to them pursuant to this Agreement and all other information relating to the Baseball Stadium Project and the Public Infrastructure they may reasonably request;

(i) notifying promptly the Government Representatives of any suit, proceeding or action that is initiated or threatened in writing against a Team Affiliate in connection with the Baseball Stadium Project or the Public Infrastructure;

(j) providing the County and City Representatives, upon Final Completion, with an "as-built" set of the Construction Documents in a format acceptable to the County and City revised to show the "as-built" condition of the Baseball Stadium and the Public Infrastructure and other changes made during construction;

(k) managing punch list and warranty work after Substantial Completion;

(l) establishing and updating, as necessary and in accordance with the requirements of this Agreement, the schedule of dates for delivery of various Design Documents for review by the County and City Representatives;

(m) preparing or causing to be prepared minutes for all scheduled project meetings and providing the County and City Representatives with copies of any minutes prepared by the Stadium Developer, or by its contractors that are received by the Stadium Developer, with respect to all project meetings for the Baseball Stadium or the Public Infrastructure, as the case may be;

(n) causing the completion of the Baseball Stadium and the Public Infrastructure in accordance with the Design Documents, the Construction Schedule, the Master Project Schedule and within the Stadium Project Budget and the Public Infrastructure Budget;

(o) subject to the obligations of the Government Parties with respect to permits under this Agreement, obtaining or causing to be obtained all permits necessary for construction of the Baseball Stadium Project and the Public Infrastructure;

(p) providing to the County and City Representatives with copies of all contracts and amendments thereto for informational purposes only (other than contracts and amendments thereto which shall be subject to approval by the County and City as provided herein and the other Stadium Agreements) relating to the Baseball Stadium Project or the Public Infrastructure;

(q) maintaining, or causing to be maintained, the Baseball Stadium and Public Infrastructure construction sites in safe condition and properly secured against unpermitted access from and after the Commencement of Construction as set forth in Section 3.7(b);

(r) providing the Government Representatives the monthly progress reports required by this Agreement and the Construction Management Contract;

(s) supervising and coordinating, or using reasonable efforts to cause the Construction Manager to supervise and coordinate, the construction of the Baseball Stadium and the Public Infrastructure, including the scheduling of all construction work on the Baseball Stadium and the Public Infrastructure, so that the Baseball Stadium and the Public Infrastructure are constructed, equipped, furnished and completed in a good and workmanlike manner, in accordance with the Master Project Schedule and otherwise in accordance with this Agreement;

(t) furnishing promptly to the County and the City copies of any and all written claims received by any Team Affiliates affecting the Baseball Stadium, the Baseball Stadium Site, the Public Infrastructure, or the Public Infrastructure Sites, as the case may be; and

(u) causing the Construction Manager to coordinate work and grant appropriate access to the site for contractors appropriately performing work.

Neither the Stadium Developer nor any other Team Affiliate shall be paid a developer fee or compensated for its services as the developer of the Baseball Stadium or the Public Infrastructure, as the case may be. Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that the Stadium Developer's obligations hereunder are to manage, administer, and implement the development, design and construction of the Baseball Stadium Project and the Public Infrastructure on behalf of the Parties. Notwithstanding any term or condition in this Agreement to the contrary, the intent of the parties is that the Stadium Developer shall not perform any services (and shall not act) as a contractor within the meaning of Chapter 489, Florida Statutes, and that all such services shall be performed by licensed contractors (as so defined under Chapter 489, Florida Statutes).

5.2 Construction Manager.

(a) The Stadium Developer has competitively selected Hunt/Moss, a joint venture, as Construction Manager to oversee construction of the Baseball Stadium. The Stadium Developer and the Team Affiliates represent and warrant that, to their knowledge, they did not, at any time prior to the execution of this Agreement, and shall not, at any time subsequent to its execution, confer any unfair competitive advantage to any contractor with respect to the Baseball Stadium Project in violation of Applicable Law. The Construction Manager shall select and engage such other service providers in connection with the Work as the Stadium Developer and Construction Manager may deem necessary.

(b) The Stadium Developer shall enter into a Construction Management Contract with Hunt/Moss, a Joint Venture, to oversee the construction of the Baseball Stadium, and, subject to terms and conditions that must be expressly approved by the County and the City, to oversee the construction of the Public Infrastructure. The Construction Management Contract shall be consistent with the terms of this Agreement and shall at all times contain the

requirements set forth below and in Exhibit O attached hereto. The Stadium Developer shall submit to the County and the City, for their review and approval, the Construction Management Contract at least ten (10) days prior to its execution. With respect to the provisions of the Construction Management Contract relating solely to the construction of the Baseball Stadium, the County's and City's approval shall be limited to the reasonable determination that the Construction Management Contract complies with the express requirements set forth in this Agreement, and such approval (or responsive comments) shall be provided within seven (7) days. The Government Parties' approval of the Construction Management Contract shall not be deemed a waiver of any rights of the Government Parties contained in this Agreement. The Construction Management Contract shall include provisions in compliance with Applicable Laws, including the County's Community Small Business Enterprise programs (CSBE and SBE), Community Workforce programs ("CWP") and responsible wages and benefits and requisite bonding from the Stadium Developer and the Construction Manager as provided in Sections 3.8(f), 3.8(g), 5.2(d), and 5.2(e), the insurance requirements set forth in Sections 8.1 and 8.2, and provisions under which the Construction Management Contract may be assigned to the County in accordance with this Agreement. The CSBE and SBE goals for the Baseball Stadium Project and the Public Infrastructure Work will be established for each construction trade package. The Review Committee, which the County agrees will include at least one (1) member designated by the City solely for the Baseball Stadium Work and the Public Infrastructure Work, will recommend to the County Manager such CSBE and SBE goals in consultation with the County Small Business Department ("SBD"), the City, the Stadium Developer and the Construction Manager. The County Manager shall establish the CSBE and SBE goals upon receipt of the recommendations from the Review Committee. The Parties agree that CSBEs and SBEs having an actual place of business in the County, including areas that have been designated in the City's Community Development Plan as Neighborhood Development Zones ("NDZ"), as depicted in Exhibit P, shall be given an equal opportunity to compete for business in the construction of the Baseball Stadium Project. The Stadium Developer agrees to include in the Construction Management Agreement a prohibition against imposing any requirements on CSBEs/SBEs that are not customary, not otherwise required by law, or impose a financial burden that intentionally impacts CSBEs and/or SBEs. The Stadium Developer and the Construction Manager agree to employ a comprehensive outreach program to identify, recruit, educate and assist small and local businesses for the Baseball Stadium Project. The outreach program will aim to ensure that qualified and interested firms are identified and educated on the portions of the project for which they may be able to participate, and that firms are given education and industry resources on issues such as project bonding and partnering opportunities with larger firms. The Stadium Developer agrees to advocate for a more effective use of the existing Working Capital and Bonding Assistance Programs that have been established by the SBD for small local businesses. The Stadium Developer further agrees to include in the Construction Management Agreement a requirement that the Construction Manager pay all prime contractors within five (5) business days of the Construction Manager's receipt of payment from the project construction fund, and that each prime contractor will pay its subcontractors and/or suppliers (if appropriate) within five (5) business days after the prime contractor receives its payment (but within 48 hours in the case of subcontractors that are CSBE and SBE firms in accordance with Sections 10-33.02 and 2-8.1.1.1.1, respectively, of the Miami-Dade County Code). The SBD has advised the Stadium Developer that the Baseball Stadium Project shall be subject to a current CWP goal of 10%, in accordance with County Code Section 2-1701 and County Administrative Order 3-37

(collectively, the "CWP Regulations"). Any modification to the CWP goal shall be established in accordance with the procedure set forth above for the establishment of the CSBE/SBE goals. The Construction Manager shall, at a minimum, utilize SBD's hiring clearinghouse, to recruit workers to fill needed positions for skilled laborers on the Baseball Stadium Project. The SBD has advised the Stadium Developer that when the Construction Manager submits job hiring requests through the SBD clearinghouse, SBD (including the staff person covered in Section 5.14 hereof) will submit such hiring requests through the clearinghouse, as well as through any available Workforce Development Organizations, Workforce Recruitment/Referral Organizations and other job hiring databases (including the South Florida Workforce and other union and non-union clearinghouses), and SBD will submit the hiring requests to all designated target areas ("DTAs") in Miami-Dade County, in addition to the DTA in which the Baseball Stadium is located in order to fill such hiring needs as efficiently as possible and with as many qualified candidates from within the DTAs as possible. The Stadium Developer shall cause the Construction Manager to use diligent efforts to recruit workers from the DTAs and NDZs to satisfy the CWP goal, subject to Section 2-1701 of the Miami-Dade County Code. The compliance and penalty provisions set forth in the CWP Regulations shall apply to the local workforce hiring provisions of this Section. In addition, the Construction Management Agreement shall contain language that the Construction Manager will aspire to have as many local workers and local firms as reasonably practical and aspire to have at least 50% of the Baseball Stadium Project workers be residents of Miami-Dade County, 20% of which are City of Miami residents, and aspire to have at least 35% of the firms hired as subcontractors on the Baseball Stadium Project be firms located within Miami-Dade County. If the Construction Manager hires more than 50% of the Baseball Stadium Project workers from within Miami-Dade County, the percentage of City of Miami residents hired shall also increase proportionally. The Stadium Developer shall use reasonable diligent efforts to execute the Construction Management Contract within forty-five (45) days following the effective date of the Stadium Agreements. The Stadium Developer shall not amend the above-referenced provisions or materially amend the substantive provisions of the Construction Management Contract that affect the County or the City without the consent of the County or the City (as applicable), which consent shall not be unreasonably conditioned, withheld or delayed. During the term of the construction, the Construction Manager and the SBD shall provide monthly reporting regarding the progress of the CSBE, SBE, CBE, and CWP programs described above. The Stadium Developer shall adhere to an aggressive small business outreach program (the "Construction Outreach Program"). The Construction Outreach Program shall be developed jointly by the County, the City, and the Stadium Developer and shall be designed to increase small business participation during the construction of the Baseball Stadium with a view to supporting the aspirational small business and local hiring goals described above, subject to Applicable Law. The County Manager and the City Manager shall present the final terms of the Construction Outreach Program for approval by the Board and the City.

(c) The Construction Management Contract shall require the Construction Manager to manage the construction of the Baseball Stadium "at-risk" and to provide a guaranteed maximum price ("GMP") for the direct and indirect construction costs of the Baseball Stadium. The Construction Management Contract shall require that each subcontractor of the Construction Manager indemnify the Stadium Developer, the County and the City in the same manner and to the same extent that the Construction Manager indemnifies the Stadium Developer, the County and the City under the Construction Management Contract.

(d) Before the Construction Manager commences its services related to the Baseball Stadium, the Construction Manager shall execute, deliver to the County and City (with copies to the Stadium Developer), and record in the public records of the County, the following payment and performance bonds: (i) prior to establishment of the GMP pursuant to the Construction Management Contract, a payment and performance bond in an amount equal to the value of all preconstruction services to be provided by the Construction Manager under the Construction Management Contract, (ii) to the extent that, prior to establishment of the GMP pursuant to the Construction Management Contract, the Construction Manager enters into any subcontracts or purchase orders, a payment and performance bond from the applicable subcontractor or supplier in an amount equal to the total subcontract or purchase order amount, and (iii) upon the establishment of the GMP pursuant to the Construction Management Contract, a payment and performance bond in an amount equal to the total cost of construction of the Baseball Stadium. Each payment and performance bond shall be in compliance with the terms of Section 255.05, Florida Statutes, specifically in compliance with the requirements of Section 255.05(1)(a) and (c), 255.05(3), and 255.05(6), shall name the County, the City and the Stadium Developer beneficiaries thereof, as joint obligees. Each payment made to the Construction Manager for its performance of construction management services (i.e., management fee, profit, office overhead, general conditions performed or provided by the Construction Manager as part of its construction management services and cost of work that is self-performed by the Construction Manager), shall be made by a dual party check (or other dual party payment method) in the name of the Stadium Developer and the Construction Manager.

(e) Before the Construction Manager commences its services related to the Baseball Stadium, (i) the Stadium Developer shall execute, deliver to the County (with a copy to the City), and record in the public records of the County, a payment and performance bond for the total cost of construction of the Baseball Stadium in compliance with the terms of Section 255.05, Florida Statutes, naming the County, the City and the Team Affiliate beneficiaries thereof, as obligees; or (ii) in lieu of such bond, the Stadium Developer shall file with the County an alternative form of security in the form of cash, irrevocable letter of credit, or other security of the type listed in Section 255.05(7) or Part II of chapter 625, Florida Statutes (the "CM Services Security"), in an amount equal to the total cost of the construction management services to be performed by the Construction Manager (i.e., management fee, profit, office overhead, general conditions, and cost of work that is self-performed by the Construction Manager if the payment and performance of such self-performed work is not covered by the payment and performance bond provided by the Construction Manager to the County and the City as provided in Section 5.2(d)), as depicted in the initial Schedule of Values divided by the total number of months that comprise the performance period of the construction management services, all in accordance with the provisions of Section 255.05(7), Florida Statutes. The amount of the CM Services Security shall be adjusted in accordance with such formula as the total cost of the construction management services and performance period are adjusted by Change Order. By way of example, if the aggregate cost of the construction management services equals \$35,000,000 and such services are required for a period of 35 months, the amount of the required CM Services Security would be equal to \$1,000,000. The amount of the credit facility or other financial arrangement required to be maintained by the Stadium Developer under Section 6.5 shall be reduced by an amount equal to the CM Services Security and any uses thereof. The Stadium Developer shall be permitted to use the CM Services Security to make its final payment to the Construction Manager for the Baseball Stadium Work. In the event the CM Services Security is

used to cover the cost associated with the construction management services as contemplated herein, the Stadium Developer shall replenish the CM Services Security in an amount equal to such draws such that the CM Services Security at all times is equal to the amount required by this section.

(f) Subject to the applicable provisions of Section 255.20, Florida Statutes, regarding qualification requirements, the Stadium Developer shall require the Construction Manager to include the following provision in each bid package:

"Any sub-contractor or contractor submitting a bid must acknowledge that in performance of a subcontract, contract or any subcontract thereof, no apprentices or trainees may be utilized in a particular recognized trade/work classification as otherwise provided for in Section 6 A.-E., Apprentices and Trainees, of the Supplemental General Conditions to Bidders of the Miami-Dade County Responsible Employer Ordinance, Section 2-11.16 of the Code of Miami Dade County, unless at the time of bid submission they establish and certify for that particular trade/work classification:

That the firm participates in an Apprenticeship Program and shall continue to participate in such program or programs for the duration of the project for those trade/work classifications in which apprentices or trainees may be used.

An Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or with a State Apprenticeship Agency and has graduated apprentices to journeymen status for at least two of the past five years.

The firm shall provide, with this Certification, a list of all trade/work classifications of craft employees it will employ with apprentices on the Project and documentation verifying it participates in an Apprenticeship Program for each trade/work classification listed and that the apprentices are attending school."

(g) The Stadium Developer shall cause the Construction Manager to comply with all of the CSBE and SBE requirements set forth in Section 5.2(b) above during each phase of the construction of the Baseball Stadium. Should the Construction Manager fail to comply with all of the CSBE and SBE requirements set forth in Section 5.2(b) above, the Stadium Developer shall cause the Construction Manager to make up the deficit on future phases of the construction of the Baseball Stadium. If the Construction Manager is unable to make up the deficit on future phases of the construction of the Baseball Stadium and the Construction Manager had failed to exercise reasonable good faith efforts to achieve such goals, then the Stadium Developer agrees to make a contribution equal to 150% of the deficit percentage of the construction phase(s) in question into the Department of Business Development's Compliance Trust Fund. In the event any such payment becomes due, the Stadium Developer agrees that it will not pass the expense of such payment onto any CSBE or SBE that is in compliance with its contractual obligations.

5.3 Change Orders. Change Orders by the Stadium Developer relating to the Baseball Stadium Work shall not require advance notice or approval by the Government Parties provided that: (a) the Change Order does not delay or further delay the Substantial Completion date beyond the Targeted Completion Date; (b) either the cost of the Change Order does not

cause the projected total Stadium Project Costs to exceed or further exceed the Stadium Project Budget attached hereto as Exhibit H (as the same may be amended from time to time to reflect approved increases) or the Stadium Developer shall have made arrangements reasonably satisfactory to the County and the City for the funding by the Stadium Developer of any increase in the Stadium Project Costs resulting from such Change Orders; (c) the Change Order does not pose a material risk to public safety; (d) the Change Order does not eliminate a materially important programmatic element from the Project Program Statement, or materially alter the design intent for the exterior of the Baseball Stadium; (e) the Change Order does not cause a Governmentally Caused Overrun unless the Stadium Developer and the Team waive, in writing, any claims they may have against the County and the City for Governmentally Caused Overruns resulting from such Change Order; (f) the cost of the Change Order does not cause the projected total Public Infrastructure Costs to exceed or further exceed the Public Infrastructure Budget (as the same may be amended from time to time to reflect approved increases), including any increased costs caused by delays in completing the Public Infrastructure; and (g) the Change Order is not likely to increase the cost of the Parking Facilities or delay substantial completion of the Parking Facilities beyond the date anticipated for such substantial completion as set forth in the Master Project Schedule. In addition, the Stadium Developer shall make any Change Orders that are required to comply with the final permitted set of Construction Documents and Applicable Law. Any Change Order that is not permissible as provided in clauses (a) through (g) above shall be subject to the written approval of the County and City Representatives, which approval shall not be unreasonably withheld or conditioned. The County and City Representatives shall review any such Change Order within ten (10) Business Days from receipt of written notice of the Change Order. Failure by the County and City Representatives to respond within such ten (10) Business Days shall be deemed an approval. In the event the County or City Representative rejects the proposed Change Order, such representative shall provide to the Stadium Developer within said ten (10) Business Day period, detailed comments outlining the reason why such Government Representative rejected the proposed Change Order. Any dispute under this Section 5.3 shall be resolved by Expedited ADR under Section 14.2. Until such time as the Government Representatives approve the Change Order or the dispute is resolved by Expedited ADR, the Stadium Developer shall have the right to proceed with the Baseball Stadium Work and other changes set forth in the proposed Change Order so long as the Stadium Developer shall be responsible for funding any Stadium Cost Overrun resulting from such Change Orders pending the final determination of responsibility for such Stadium Cost Overruns. The Stadium Developer shall be permitted to issue Change Orders that it believes are the result of Governmentally Caused Overruns without the approval of the Government Parties or their representatives, provided that the issuance of such Change Order shall not affect the ultimate determination as to whether such cost was a Governmentally Caused Overrun. Within thirty (30) days following the effective date of this Agreement, the Parties shall develop a Change Order management process that will outline the role of the Parties in processing and approving Change Orders in accordance with the terms of this Agreement.

5.4 Project Coordination Team. The Parties have formed an administrative committee that includes representation from the County, including a representative appointed by the Chairperson of the Board, the City and the Stadium Developer (the "Project Coordination Team") to perform the following functions: (a) receive an updated Construction Schedule and Draw Down Schedule pursuant to Section 5.7; (b) receive reports pertaining to the Stadium Project Budget and any other aspects of the Baseball Stadium Project; (c) receive other reports

and information from the Design Professionals and the Construction Manager as provided in this Agreement; (d) maintain clear lines of communication to facilitate a successful Baseball Stadium Project; (e) receive and review Change Orders; and (f) receive reports and records pertaining to the Construction Outreach Program and the utilization of the CSBE, SBE and CWP programs. The Project Coordination Team shall have periodic (at least monthly) regular meetings and special meetings upon reasonable prior notice from any member of the Project Coordination Team during the construction of the Baseball Stadium. Notwithstanding anything herein to the contrary, all communications and approvals by the Government Representatives relating to the Baseball Stadium Project shall be made through Stadium Developer.

5.5 Right to Inspect and Receive Information. The County and City Representatives shall be given an opportunity to inspect the construction Work and materials and to review construction documents as reasonably necessary to verify that the Work and materials are in general conformance with the Project Program Statement and the Design Documents. In addition, the Outreach Administrator shall be given the opportunity to review any and all documents reasonably necessary to verify compliance with the Construction Outreach Program and the utilization of the CSBE, SBE and CWP programs. The County and City Representatives shall receive in writing from the Stadium Developer on a regular basis, and within the time frames expressly set forth elsewhere in this Agreement or no less than monthly, information regarding the progress of the Baseball Stadium Project and the Public Infrastructure through each design phase and the construction of the Baseball Stadium and the Public Infrastructure. During construction, the County and City Representatives shall receive advance notice of and have the right to attend all scheduled Baseball Stadium Project and the Public Infrastructure meetings, and the right to inspect the Baseball Stadium and the Public Infrastructure at all reasonable times, subject to reasonable restrictions imposed by the Stadium Developer or Construction Manager. The Stadium Developer shall make itself reasonably available to the County and City Representatives throughout the duration of the Baseball Stadium Project and the Public Infrastructure Work in order to keep the County and City Representatives reasonably informed throughout the duration of the Baseball Stadium Project and the Public Infrastructure Work. Any rights that the County and City Representatives have under this Section shall not be the basis for any liability to accrue to the County or City from the Stadium Developer, the Team, or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

5.6 Stadium Project Budget. The initial Stadium Project Budget is attached hereto as Exhibit H. The Stadium Developer shall update the initial Stadium Project Budget from time to time to reflect the current cost of Work and any Change Orders implemented in accordance with Section 5.3 of this Agreement and shall provide copies thereof to the Government Representatives (the then current budget is referred to herein as the "Stadium Project Budget"). The Stadium Developer shall provide the Government Representatives with monthly progress reports, in a form reasonably acceptable to the Government Representatives, relating to the Stadium Project Costs, including all expenditures by the Stadium Developer during the preceding month.

5.7 Project Schedules.

(a) The Parties have attached a Preliminary Milestones Schedule for the Baseball Stadium, Public Infrastructure and Parking Facilities as Exhibit N. The Parties shall jointly agree on a Master Project Schedule no later than June 1, 2009. The Parties shall act reasonably in reaching agreement on the Master Project Schedule and shall give due consideration to the recommendations of the Construction Manager. The Stadium Developer shall update the Master Project Schedule monthly to reflect changes to the milestone dates reflected in the respective construction schedules relating to the Work. Copies of the monthly updates shall be provided to the Government Representatives for their review. The Stadium Developer shall provide notice to the Government Representatives of any amendments to any material milestone date contained in the Master Project Schedule and shall obtain the consent of the Government Representatives to any amendment that would foreseeably result in a Governmentally Caused Overrun or a Public Infrastructure Cost Overrun (including any amendments to milestone dates, float times, activity durations and connectivity logic). The Stadium Developer shall provide any such proposed amendment to the Government Representatives and the Government Representatives shall provide their respective responses within ten (10) Business Days following receipt of the proposed amendment. Failure by the Government Representatives to respond within such ten (10) Business Days shall be deemed an approval. In the event a Government Representative does not approve the amendment, such Government Representative shall provide to the Stadium Developer within said ten (10) Business Day period, detailed comments outlining the reason why such Government Representative does not approve the proposed amendment. In the event the proposed amendment is not approved or deemed approved by the Government Representatives, the Stadium Developer shall either continue the process until such time as the Government Representatives have approved the amendment or submit the dispute to Expedited ADR pursuant to Section 14.2. Such Expedited ADR may not expand or otherwise modify the express delegations of authority granted to the Government Representatives under this Agreement. Other than for extensions resulting from Force Majeure, neither the Targeted Completion Date nor the date set forth in the Master Project Schedule for Substantial Completion of the Public Infrastructure shall be extended without the prior written approval of the Government Representatives.

(b) The Stadium Developer shall provide to the Government Representatives the Construction Schedule for the Work issued by the Construction Manager and all updates to such construction schedules. The Construction Schedule shall set forth the construction start dates and time parameters required to meet the Targeted Completion Date, the date set for Substantial Completion of the Work and all other major milestone dates set forth in the Master Project Schedule. The Construction Schedule shall utilize the Primavera format or another format commonly used in the construction industry for large commercial construction projects. The Stadium Developer shall cause the Construction Manager to update the Construction Schedule monthly. The Stadium Developer has informed the City that the Construction Schedule initially calls for construction work to occur on-site from 7am – 7pm (or 6am – 6pm) on weekdays, with work on weekends as necessary from time to time, and with work to begin earlier in the day during the concrete pouring phase of construction. The City shall use reasonable good faith efforts to accommodate the on-site work hours required for the Construction Manager and its subcontractors in order to meet the deadlines in the Construction Schedule, respectively.

(c) The initial draw down schedule setting forth the monthly payments estimated to be necessary for the timely completion of the Baseball Stadium is attached hereto as Exhibit I. The Stadium Developer shall provide to the Project Coordination Team monthly updates to the draw down schedule (as so updated, the "Draw Down Schedule"). The monthly updates to the Draw Down Schedule shall reflect actual payments made and shall reasonably reflect anticipated funding requirements as predicted by the most recently updated Master Project Schedule and/or Construction Schedule.

(d) The Stadium Developer shall use reasonable best efforts to achieve Substantial Completion prior to the Targeted Completion Date (in the case of the Baseball Stadium) and the date set forth in the Master Project Schedule for Substantial Completion of the Public Infrastructure (in the case of the Public Infrastructure), subject to extensions resulting from Force Majeure.

5.8 Procurement of Construction Materials. Exhibit J sets forth the terms under which the County will purchase construction materials and equipment for the Baseball Stadium and the Public Infrastructure on a sales tax exempt basis pursuant to State law. The County's obligation to implement a sales tax exempt procurement program in accordance with the terms of Exhibit J shall be subject to the Stadium Developer's receipt of a favorable opinion provided by the State of Florida Department of Revenue indicating that purchases in accordance with such procurement program will be exempt from sales tax. Except as otherwise set forth in Section 5.11, if a favorable opinion is not issued, the County shall fund the increase to the Stadium Project Budget attached hereto as Exhibit H solely attributed to sales taxes paid for construction materials and equipment for the Baseball Stadium that were expected to be exempt from tax under the materials procurement program in an amount not to exceed \$4,400,000. To the extent a favorable opinion is issued, then, upon receipt of such opinion, the County shall not be liable to fund any amounts relating to the expected sales tax savings under the materials procurement program. The Construction Management Contract shall accommodate the program for the County's purchase of construction materials as set forth in Exhibit J.

5.9 Punch List. The Architect and the Stadium Developer, in consultation with the Government Representatives, shall cause to be prepared a punch list of items to be completed by the Construction Manager after Substantial Completion so that the Work will be in general conformity with the Construction Documents. The Stadium Developer shall provide the Government Representatives with a copy of the punch list for review and informational purposes only. The Stadium Developer shall use reasonable efforts to cause the Construction Manager to complete the punch list items as soon as reasonably practicable in accordance with the Construction Management Contract. All work shall be performed by the Construction Manager in a good and workmanlike manner in conformity with the Construction Documents so that on the Final Completion date the Baseball Stadium and the Public Infrastructure are in good working order and condition and ready for immediate use.

5.10 Warranties. To the extent practicable, all Construction Manager, relevant subcontractor, supplier and manufacturer warranties with respect to the Baseball Stadium shall name the Stadium Developer, the Stadium Operator and the County as intended beneficiaries of the warranties. To the extent practicable, all Construction Manager, relevant subcontractor, supplier and manufacturer warranties with respect to the Public Infrastructure shall name the

County or City, as the case may be, as intended beneficiaries of the warranties. The Stadium Developer shall not knowingly take any action negating the Construction Manager's, and any subcontractors', suppliers' and manufacturers' warranties, except for emergencies, matters of public safety and, with the prior consent of the County Representative and City Representative, as applicable (which shall not be unreasonably withheld, denied or delayed), in connection with the settlement of warranty claims.

5.11 Ownership for Income Tax Purposes. The Baseball Stadium and land comprising the Baseball Stadium Site (other than easements) shall be owned solely by the County and no other Person shall have any ownership interest therein. Except for any equipment, fixtures, furniture or other personal property that remain the property of the Operator or the Team pursuant to the Operating Agreement, all improvements, materials and equipments provided by the Stadium Developer, or on its behalf, that become a part of the Baseball Stadium shall, upon being added thereto or incorporated therein, be and become the property of the County. Team Depreciable Assets shall be owned for income tax purposes by the Person who paid for or provided said assets. Such Person shall retain the sole beneficial and depreciable interest for income tax purposes (to the extent of its investment) in all such items. Neither the County, the City nor any other Person shall have the right to take depreciation deductions with respect to such items, or claim any other right to income tax benefits arising from Team Depreciable Assets. For purposes of identifying the items subject to such interest of the Team Affiliates, the Team Affiliates may cause a nationally recognized accounting, appraisal or valuation firm to prepare a schedule (which shall be final and binding on the Parties absent manifest error) allocating their investment among such items as it shall elect. In the event that the Florida Department of Revenue does not issue a favorable opinion regarding the sales tax exemption program described in Section 5.8, and such opinion is based solely on the Team Affiliate's right to claim ownership of Team Depreciable Assets as set forth in this Agreement or the other Stadium Agreements, the County shall not be required to fund the increase to the Stadium Project Budget solely attributed to sales taxes paid for construction materials and equipment for the Baseball Stadium that were expected to be exempt from tax under the materials procurement program as more fully set forth in Section 5.8. In no event shall items funded by the County using bond proceeds be allocated or reallocated pursuant to Proposed Treasury Regulations §1.141-6 to the Stadium Developer, other Team Affiliate or any Person other than the County.

5.12 Liens. The Stadium Developer shall use commercially reasonable efforts to cause the Baseball Stadium and the Public Infrastructure to be constructed in accordance with the Construction Documents free and clear of any and all Liens arising from the Work that encumber the property comprising the Baseball Stadium Site or the property comprising the Public Infrastructure. In the event any such Lien is filed by the Architect, Construction Manager, or any subcontractors or suppliers, the Stadium Developer shall cause said Lien to be discharged or transferred to appropriate bond within thirty (30) days of recording. If the Stadium Developer does not discharge or transfer to appropriate bond any such Lien within thirty (30) days of recording, the County shall have the right, but not the obligation, to cause the Lien to be released by any means the County reasonably deems proper, including payment of the Lien from Stadium Project Funds. The Stadium Developer shall have the right to contest any such Lien in good faith.

5.13 Art in Public Places. The Baseball Stadium Project shall be subject to the Art in Public Places provisions set forth pursuant to Section 2.11.15 of the Miami-Dade County Code (the "Code"), and pursuant to the Dade County Guide to Art in Public Places (the "Guide") which provisions of the Code and Guide are incorporated herein by reference. The 1.5% of all capital costs (as defined by the Code) of the Stadium Project shall be conveyed to Miami-Dade County Art in Public Places for the implementation of the Art in Public Places program and the contract(s) with the artist(s) for the Baseball Stadium Project shall be between the artist(s) and the Art in Public Places Trust in accordance with the Code and Guide. Art in Public Places will work collaboratively with the Stadium Developer and the Team on the implementation of Art in Public Places program pursuant to the requirements of the Code and pursuant to the Guide.

5.14 Small Business Program Monitoring. In order to provide sufficient monitoring and assistance with the fulfillment of the CBE-A/E, Community Workforce, Responsible Wages and CSBE programs applicable to the Baseball Stadium Project, the County shall assign one full-time staff person to work under the direction of the County Small Business Department to monitor and assist the Stadium Developer in its compliance with such County programs. The Stadium Developer, the County, and Major League Baseball each have agreed to contribute \$107,333.00 to fund the total cost of this dedicated staff person for the term of the Baseball Stadium construction period. The Stadium Developer will guarantee payment of MLB's portion of the funding commitment in this Section 5.14. The County shall have the right to contract with an independent professional ("Outreach Administrator") and such Outreach Administrator shall be tasked with the responsibility of assisting the County, the City and the Team with the development of the Construction Outreach Program and with monitoring compliance with such program, and the CSBE, SBE and CWP programs.

ARTICLE VI

PROJECT FUNDING

6.1 Sources of Funds. The sources of funds for the Baseball Stadium Project and the Public Infrastructure are depicted in Exhibit K.

6.2 County Funding. The County shall issue and sell (a) one or more series of taxable or tax-exempt revenue bonds secured by legally available convention development tax receipts, legally available professional sports tax receipts and legally available tourist development tax receipts and (b) a series of general obligation bonds in the amount of \$50,000,000 from the Building Better Communities General Obligation Bond Program (collectively, the "County Bonds") in an aggregate amount sufficient (taking into account issuance costs, required reserves and capitalized interest cost during construction) to deposit before or when such funds are due under the Draw Down Schedule and make available to pay Stadium Project Costs: (x) \$347,500,000 of net proceeds into the County Account and (y) \$35,000,000 of net proceeds into the County Account, which is being deposited in consideration of, among other things, the Team's annual payment to the County pursuant to Section 7 of the Non-Relocation Agreement. The County, in its sole discretion, shall determine the details of the issuance of the County Bonds, including the use of capitalized interest. If by July 1, 2009, the specific revenue sources identified in (a) and (b) above will not be sufficient or available to permit the County to issue the County Bonds in the amounts necessary to meet its funding obligations set forth in (x) above, the

Board, at a publicly noticed meeting, shall consider (i) proceeding with the issuance of the County Bonds and/or other bonds utilizing the same funding sources by issuing debt in future tranches or one or more additional funding sources in an amount necessary to meet its funding obligations set forth in (x) above; or (ii) terminating this Agreement in accordance with Section 11.1.1. If the County has not terminated this Agreement on or before July 1, 2009 pursuant to Section 11.1.1, the County hereby covenants to fund the amounts set forth in (x) and (y) above from (i) the sources identified in (a) and (b) above or (ii) any other legally available Non Ad Valorem Revenues, subject to the last two paragraphs of this Section 6.2 (clause (ii) being referred to herein as the "Non-Ad Valorem Funding Obligation"). The County may, at its option, use any other funding sources available to it to satisfy its obligations under this Section 6.2.

The County shall deposit the proceeds from the County Bonds or other funds described above into the County Accounts in accordance with the Draw Down Schedule, except that the \$35,000,000 amount referred to in clause (y) above shall not be required to be deposited in the County Account until the later of (i) three (3) months prior to the Stadium Developer's initial deposit of the amounts specified in Section 6.4(c), and (ii) twelve (12) months prior to the projected Substantial Completion date, and so long as in the interim the County advances, by deposit into the County Account, such amounts as are required to make timely disbursements from the County Account in accordance with the Draw Down Schedule. The County Bonds will not be issued in whole or in part under Parts II, III or V of Chapter 159 of the Florida Statutes. If, pursuant to Section 8.3(c), the County funds a portion of the deductible costs or amounts exceeding any applicable sub-limit under the Builder's Risk Insurance Policy and such costs or amounts are not reimbursed by a Government Relief Grant, then the Stadium Developer shall, within 90 days, contribute such amount, subject to the provisions of Sections 8.3 (b) and (d), to the County Account on behalf of the County. Such contributions will relieve the County of its obligations under this Section 6.2 up to the amount contributed by the Stadium Developer.

The County agrees, to the extent permitted by and in accordance with applicable law and budgetary processes, to budget and appropriate in its annual budget for the applicable fiscal year, by amendment if necessary, Non-Ad Valorem Revenues in an amount sufficient to satisfy the Non-Ad Valorem Funding Obligation and any other funding or payment obligations under this Agreement due during such fiscal year. Such agreement on the part of the County to budget and appropriate Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to satisfy the Non-Ad Valorem Funding Obligation shall have been budgeted, appropriated and actually funded. Notwithstanding the foregoing, the County does not agree to (i) maintain any services or programs now provided or maintained by the County that generate Non-Ad Valorem Revenues or (ii) levy and collect any particular Non-Ad Valorem Revenues.

Nothing contained herein shall be deemed to create a pledge of or lien, legal or equitable, on the Non-Ad Valorem Revenues, nor shall it preclude the County from pledging any of its Non-Ad Valorem Revenues or other revenues to other obligations, nor shall it give any party to this Agreement or any other party a claim on the Non-Ad Valorem Revenues. The County may not expend moneys not appropriated or in excess of its current budgeted revenues. The obligation of the County to budget, appropriate and fund the Non-Ad Valorem Funding Obligation from Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem

Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of the County.

6.3 City Funding. The City shall issue and sell one or more series of taxable or tax-exempt revenue bonds backed by the convention development tax ("City Bonds"), and shall remit such other funds, in an aggregate amount sufficient (taking into account issuance costs, required reserves and capitalized interest during construction) to deposit \$13,500,000 of net proceeds into the City Account. The City, in its sole discretion, shall determine the details of the issuance of the City Bonds, including the use of capitalized interest. The City shall make the deposit described in this Section 6.3 prior to July 1, 2009; so long as in the interim the City advances by deposit into the City Account such amounts as are required to make timely disbursements from the City Account in accordance with the Draw Down Schedule. The City Bonds will not be issued in whole or in part under Parts II, III or V of Chapter 159 of the Florida Statutes.

6.4 Stadium Developer Funding. The Stadium Developer and/or other Team Affiliates have funded and shall fund \$155,000,000 of the Stadium Project Budget and the Public Infrastructure Costs by (a) directly paying (i) Stadium Developer Soft Costs that are included within the Stadium Project Budget and related to the Baseball Stadium and (ii) \$1,000,000 of Public Infrastructure Costs as provided for in Section 3.8(a); (b) a deposit of \$35,000,000 into the County Account as provided in Section 6.2(y); and (c) following the complete funding and exhaustion of the City Account and the County Account, including the funds set forth in Section 6.2(y), depositing the balance of the \$155,000,000 amount as and when needed, less any earnings projected to be realized from the investment of the funds in the Stadium Developer Account, and less any future projected Stadium Developer Soft Costs, into the Stadium Developer Account; provided that such funds may be maintained in a third party account if required by the terms of a Team Affiliates' financing. Any balance in the Stadium Developer Account (less any amount needed to be reserved for completion of any identified punch list items, and other than from earnings on the investment of monies deposited in the Stadium Developer Account and any funding by the Team Affiliates in excess of \$155,000,000, which amounts shall be returned to the Team Affiliates) that remains after the later of (1) the date of Final Completion of the Baseball Stadium and (2) the date all outstanding claims relating to the Baseball Stadium Work have been paid, shall be transferred to the Capital Reserve Fund. The Stadium Developer shall include the payments made under this Section 6.4 in the periodic expense reports furnished under Article V, and shall provide the Government Representatives with evidence of those payments upon reasonable request. The County and City shall cooperate with the Team Affiliates in their efforts to obtain financing including, if requested by a Team Affiliate, by allowing the Team Affiliates to obtain any such financing through an industrial development agency or other governmental body provided that such financing is non-recourse to the County and City.

6.5 Cost Overruns.

6.5.1 Stadium Cost Overruns. The Stadium Developer shall fund and bear the cost of all Stadium Cost Overruns other than Governmentally Caused Overruns. "Stadium Cost Overrun" means all Stadium Project Costs (including, without limitation, all such costs of

planning, designing, constructing, and equipping the Baseball Stadium and all related indemnity and damage obligations to, and amounts due and owing to, contractors, subcontractors, suppliers, architects, engineers and other vendors) in excess of the total amount provided for in the initial Stadium Project Budget attached hereto as Exhibit H. “Governmentally Caused Overrun” means a Stadium Cost Overrun that delays or further delays the Substantial Completion date beyond the Targeted Completion Date or causes the actual total Stadium Project Costs to exceed or further exceed the Stadium Project Budget and results from: (i) any breach by the County or City, as the case may be, of, or failure of a representation made in, this Agreement or one of the other Stadium Agreements; (ii) any change in Applicable Law enacted by the County or City after the date of this Agreement, other than a change of general application mandated by State or federal law; (iii) changes in the design or construction of the Baseball Stadium imposed by the County or City pursuant to Section 15.21 other than changes necessary to bring the Baseball Stadium into compliance with generally applicable building, fire or other municipal codes; (iv) arising or resulting from the work performed on the Other Development, the Public Infrastructure (unless associated with environmental contamination within the Baseball Stadium Site or performed by a private utility company under Section 3.6(f)), the Parking Facilities, the City’s obligations under Section 4.01 of the BSA or Article III of this Agreement, or any other work to be conducted by the County or the City under this Agreement (except for the County’s purchase of materials in accordance with Exhibit J); (v) the City’s remediation of environmental conditions as provided in Section 4.01(a)(iv) of the BSA and Section 3.2 of this Agreement, the Limited Phase II Report and the demolition of the Orange Bowl and related debris removal pursuant to the BSA to the extent either affects the Baseball Stadium Site or the Public Infrastructure located within the Entire Site; (vi) a delay caused by the failure of the County or the City, as the case may be, to meet a deadline imposed on it in Sections 3.1 – 3.7 or Sections 6.2, 6.3, and 6.7 (if applicable); or (vii) relating to the portions of the Replat and road abandonment and utility relocation or abandonment processes that are within the County’s or City’s reasonable control in accordance with the timetables set forth in Section 3.4(c), except to the extent any one of the foregoing delays were caused by the Stadium Developer or another Team Affiliate or the Design Professionals, the Construction Manager or other contractors or consultants engaged by a Team Affiliate. Public Infrastructure Delay and Scheduling Overruns shall not constitute Governmentally Caused Overruns. The County and the City shall each fund and bear the cost of Governmentally Caused Overruns to the extent caused by it. If a Stadium Cost Overrun is both a Governmentally Caused Overrun and a Stadium Cost Overrun caused by a Team Affiliate, including a concurrently caused delay, the applicable Parties shall share in the funding of the Stadium Cost Overrun in proportion to their relative contributions to the Stadium Cost Overrun. Only delays that impact the critical path of the Baseball Stadium are compensable as Governmentally Caused Overruns, provided, however, that any delays to the critical path of the Baseball Stadium Project, or absorption of available float contributing to the critical path delay on the Baseball Stadium Project, caused by the Government Parties shall be equitably allocated with any delays to the critical path of the Baseball Stadium Project, or absorption of available float contributing to the critical path delay on the Baseball Stadium Project, caused by the Stadium Developer. The Construction Management Contract shall require that the Construction Manager submit and implement a construction recovery schedule in each instance where a critical path deadline has been missed due to unexcused delay on the part of the Construction Manager. The Parties represent that as of the effective date of this Agreement, none of the Parties is aware of the existence of a Governmentally Caused Overrun, or of any event that is

reasonably likely to lead to a Governmentally Caused Overrun, or any delay to the milestone dates in the Master Project Schedule. The Stadium Developer has provided the County and the City with evidence that it has in place a dedicated bank line of credit or other similar financial arrangement in the amount of at least \$20,000,000 that may be used only to pay its Stadium Cost Overruns. Except to the extent actually applied to pay Stadium Cost Overruns, such credit facility or a replacement credit facility or financial instrument shall be maintained in place until the Substantial Completion date.

6.5.2 Public Infrastructure Cost Overruns. Subject to the terms of Section 3.8, the County and the City shall each fund and pay one-half of the cost of all Public Infrastructure Cost Overruns except to the extent a Public Infrastructure Cost Overrun was caused by the Stadium Developer's negligent performance of its duties under this Agreement or by Public Infrastructure Delay and Scheduling Overruns. "Public Infrastructure Cost Overrun" means all Public Infrastructure Costs (including, without limitation, all such costs of constructing, and equipping the Public Infrastructure, costs due to Unforeseen Site Conditions with respect to the Public Infrastructure site, and all related indemnity and damage obligations to, and amounts due and owing to, contractors, subcontractors, suppliers and other vendors) in excess of the total amount provided for in Public Infrastructure Project Budget. Nothing herein shall preclude the County or the City from pursuing reimbursement from any Person legally responsible for the Public Infrastructure Cost Overrun, including the Architect and the Construction Manager, as applicable.

6.6 Stadium Developer to Keep Funding in Balance. The Stadium Developer shall maintain a true, accurate, complete and up-to-date record that reconciles each line item of the Stadium Project Budget against (a) the total amount of the Stadium Project Costs for that line item that are covered by contracts in force, including adjustments due to amendments and/or Change Orders; (b) the amount of Stadium Project Costs for that line item disbursed to date; (c) the estimated amount of Stadium Project Costs for that line item necessary to be disbursed in the future to complete (in accordance with the Design Documents) the design services, the construction work, materials and other services covered by that line item; (d) any reductions due to sales tax savings achieved, if any; and (e) the variance between the sum of items (b), (c) and (d) for that line item versus the Stadium Project Budget for that line item. The Stadium Developer shall be entitled to adjust the Stadium Project Budget by reallocating amounts between line items, subject to the Change Order approval process, when applicable, in Section 5.3. A copy of the record shall be furnished at least quarterly to the County and the City. The Stadium Developer shall be permitted to apply value engineering techniques to limit or prevent Stadium Cost Overruns where in its judgment practical, subject to the Stadium Developer's obtaining approval of Change Orders to the extent required under Section 5.3. The funding of the Baseball Stadium shall be deemed to be "in balance" at a particular time of determination if the sum of the following equals or exceeds the amount necessary to pay when due the total of the estimated remaining amount of Stadium Project Costs necessary to complete the Baseball Stadium in accordance with the Design Documents, namely the sum of (i) the then current balance (including any bank letters of credit or other security, which may include the CM Services Security) in the Funding Accounts, plus (ii) the amount of the County funding and City funding yet to be deposited into the Funding Accounts under Sections 6.2 and 6.3, plus (iii) the projected investment earnings on the Stadium Developer Account, plus (iv) the amount of any Team Affiliate funding referenced in Section 6.4 or otherwise arranged by a Team Affiliate and

contractually committed solely for the purpose of funding the Baseball Stadium, plus the remaining amount the Team Affiliates are required to fund, less (v) any interest earnings in the County Account and the City Account from the investment of any funds on deposit in the County Account and the City Account. The amounts in clauses (iii) and (iv) above shall be determined in good faith by the Stadium Developer based on reasonable assumptions; any dispute as to those amounts shall be resolved by Expedited ADR under Section 14.2. If and whenever the funding of the Baseball Stadium is not in balance as provided in this Section, the Stadium Developer shall report the details to the County and the City and, upon the written demand by the County or the City, shall be obligated to bring the funding of the Baseball Stadium in balance within three (3) months following the demand, except to the extent of any undisputed Governmentally Caused Overruns.

6.7 Advancement of Funds. The Parties acknowledge that expenses have been incurred and monies will be required to fund Stadium Project Costs prior to the issuance of the Bonds and other funding contemplated by Section 6.2 and 6.3. Accordingly, the County and the City shall advance monies to reimburse the Stadium Developer for expended Stadium Project Costs (subject to Section 7.1(b)) and to fund future Stadium Project Costs at such times and in such amounts as are provided in the Draw Down Schedule, provided that any increased costs in an amended Draw Down Schedule shall be reasonably necessary to complete the Baseball Stadium Project in accordance with the Construction Schedule upon their receipt of, and in accordance with the directions set forth in, a properly completed and executed funding request in the form of Exhibit L. Any such advances shall be made by the County and the City in proportion to and in accordance with their contributions under Sections 6.2 and 6.3, and shall be reimbursed to the applicable Government Party from its Funding Account upon the deposit of its Bond proceeds into such Funding Account. Advances under this Section 6.7 shall only be payable from the permitted sources identified in Sections 6.2 and 6.3. If the County or City, respectively, has not issued the County Bonds or City Bonds by the date on which payment for construction related insurance and construction mobilization costs are due, which date is shown on the Draw Down Schedule, then the County or City, respectively, shall advance to Stadium Developer funds for such insurance and mobilization costs in accordance with this Section 6.7 and shall, when the County Bonds are issued, reimburse itself for such advances from the proceeds of the County Bonds. Notwithstanding the foregoing, prior to July 1, 2009, no Party shall be obligated to advance funds not identified in the Schedule of Eligible Reimbursable Expenses, and in no event any amounts in excess of its respective Reimbursable Interim Costs Limitation.

6.8 Government Costs. Each of the County and City shall be responsible for paying its Government Costs directly, and not from the Funding Accounts. In no event shall the County's or the City's contributions as set forth in Sections 6.2 and 6.3, or the amount of the Bond proceeds or other funds required to be deposited into the Funding Accounts, be reduced to pay for or as a result of any Government Costs. Notwithstanding the foregoing, each of the County and the City shall have the right to pay Government Costs from any earned interest on deposit in the County Account and the City Account, respectively.

6.9 Equipment Leasing. The County Representative shall have the right to review all leases and related documents associated with the leasing of material equipment and system components of the Baseball Stadium, or the lease term sheet(s) referred to below. The County

Representative shall have the right to approve any leasing of material equipment or system components if such lease is for a line item in the Stadium Project Budget equal to or in excess of \$7,500,000, which approval shall not be unreasonably withheld, conditioned, or delayed. Approval of the County Representative shall not be required with respect to any lease entered into after Substantial Completion. Any request for approval shall be accompanied by a term sheet for the proposed lease(s) containing all material business terms and economic terms of the proposed lease. Approval shall be granted or denied within three (3) Business Days of the written request for such approval. The failure of the County Representative to respond in writing within three (3) Business Days shall be deemed to be approval. In the event the Stadium Developer and the County Representative disagree, such disagreement shall be submitted for Expedited ADR pursuant to Section 14.2. With respect to all such leases, upon the termination of the Operating Agreement, the County shall have the right, at its sole discretion, to assume such leases and Stadium Developer shall cause all such leases to be assignable to the County.

6.10 State Funding. The County and the City shall use reasonable best efforts and work cooperatively, including any reasonable assistance needed from the Team Affiliates, to secure funding from the State in the form of a sales tax rebate or other available State funding to defray Stadium Project Costs or costs related to the Baseball Stadium. Unless otherwise required by the State, the amount of any such State funding shall be deposited into the Capital Reserve Fund.

ARTICLE VII

CONSTRUCTION FUNDING

7.1 The Funding Accounts.

(a) Each Party shall establish its own Funding Account with a reputable bank or other financial institution prior to the date it is required to deposit funds therein under Article VI, and shall maintain such Funding Account until all funds deposited therein are applied in accordance with this Agreement. Each Funding Account and moneys on deposit therein (i) shall be kept separate and apart from all other funds and accounts of the applicable Party (except those funds may be comingled with other funds solely for investment purposes), (ii) shall be withdrawn, used and applied solely for the payment of Stadium Project Costs and as otherwise expressly provided by the respective bond ordinances and resolutions specifically governing the County Bonds issued under Section 6.2 and in this Agreement, (iii) shall be invested solely in conservative investments that may not reduce the amounts deposited into the Funding Account and may be immediately withdrawn for the purposes contemplated by this Agreement, and (iv) shall be free and clear of all liens, claims, charges, security interests and encumbrances ("encumbrances"), except for encumbrances in favor of holders of the County Bonds and bonds issued on parity with the County Bonds or City Bonds, in the case of the County Account and City Account, and encumbrances in favor a provider, guarantor or insurer of financing to the Team Affiliates, in the case of the Stadium Developer Account. The Stadium Developer Account may be maintained with such provider, guarantor or insurer of financing, or its designee, pursuant to the terms of such financing. The Parties shall deposit their contributions into their respective Funding Accounts as provided in Article VI.

(b) Funds in the Funding Accounts shall be used to pay Stadium Project Costs, including purchases of materials and equipment by the County on a sales tax exempt basis in accordance with Section 5.8 and Exhibit J, and to reimburse the City and County for construction advances as provided in Section 6.7. Notwithstanding the foregoing, (i) neither the Team nor the Stadium Developer shall be reimbursed from the County Account or the City Account for any Design Professional fees, except in the case of damages to be paid by the County or City for breach of this Agreement or another Stadium Agreement, (ii) lobbying costs incurred by the Team Affiliates are not eligible for payment or reimbursement from the County Account or the City Account, and (iii) soft costs which may not be capitalized as project costs are not eligible for payment or reimbursement from the County Account or the City Account. If pursuant to the applicable bond ordinances and resolutions, funds deposited into the County Account are diverted for any purpose other than to pay Stadium Project Costs, the County covenants to make up the amount of such diverted funds from available Non Ad-Valorem Revenues or any other funding sources available to it in accordance with Section 6.2, as soon as reasonably practicable.

(c) Earnings from the investment of the County Account and the City Account may be used when realized by the County and the City, respectively, for their respective uses to pay any costs, including soft costs, related to the Baseball Stadium with any remainder to be used for any other lawful purpose. Earnings from the investment of the Stadium Developer Account shall be retained in the Stadium Developer Account for the authorized uses thereof. Each Party may pay the fees and expenses of the financial institution holding its Funding Account from the investment earnings therein, but not from the funds deposited therein under Article VI.

(d) Monthly statements of all activity in each Funding Account shall be furnished to the County, the City and the Stadium Developer, and the Parties shall have the right to audit those statements.

(e) The County and the City shall each establish a Public Infrastructure Funding Account with a reputable bank or other financial institution to fund their respective portions of the Public Infrastructure Costs. Each Public Infrastructure Funding Account shall be funded as provided in Section 3.8 prior to the date by which funds are required for payment of the Public Infrastructure Costs. The funding procedures and accounting obligations set forth in the other provisions of this Article VII shall apply to each Public Infrastructure Funding Account.

7.2 Funding Requests.

(a) The disbursement of funds from the Funding Accounts to pay Stadium Project Costs shall be made first from the County Account and the City Account ratably until such funds are exhausted, then from the Stadium Developer Account.

(b) The Stadium Developer shall submit to the Government Representatives a funding request in the form of Exhibit L that clearly delineates between the Baseball Stadium Costs and the Public Infrastructure Costs. Upon receipt of a properly completed and executed funding request and the supporting documentation required thereby, the County and City shall

cause the financial institutions holding their Funding Accounts to distribute funds from those Funding Accounts in accordance with the instructions set forth in the funding request. Such distributions shall be made no later than fifteen (15) days after the County's and City's receipt of a properly completed and executed funding request, unless a later date is specified in the funding request.

(c) The Stadium Developer may withdraw funds from the Stadium Developer Account by submitting to the holder of such account a funding request in the form of Exhibit L, or pursuant to such other procedures as may be required by the terms of the Team Affiliates' financing. The Stadium Developer shall simultaneously provide a copy of any such funding request, and the supporting documentation required thereby, to the Government Representatives.

(d) Upon the contribution of its Bond proceeds to its Funding Account, each Government Party may withdraw funds from its Funding Account to reimburse itself for advances made pursuant to Section 6.7.

ARTICLE VIII

INSURANCE; CASUALTY

8.1 Insurance Requirements. The Stadium Developer shall purchase and maintain, or cause the Architect, Construction Manager or subcontractors (as appropriate) to purchase and maintain, the following insurance policies (the "Insurance Policies"):

(a) Builder's Risk Insurance: Builder's risk insurance for direct physical loss or damage resulting from an insured peril to the building, structures and other improvements comprising all or part of the Baseball Stadium, including materials and equipment that are intended for incorporation into the Baseball Stadium or the Public Infrastructure (as the case may be), whether located at the Baseball Stadium Site, in storage, or in transit. The policy shall include coverage for physical loss or damage from fire and other perils as are included under an "all risk" or "special form" policy. Policy limits shall be equal to the replacement cost of the Baseball Stadium, subject to sub-limits commercially and reasonably available in the South Florida insurance market. The Stadium Developer shall be the first named insured, Miami-Dade County shall be a named insured and the City of Miami and the Contractor shall be additional insureds, as their interests may appear. The builder's risk insurance shall specifically insure the construction materials and equipment purchased for the Baseball Stadium and the Public Infrastructure by the County pursuant to the sales tax exempt procurement program set forth in Exhibit J. If the Parties agree that the County should purchase the builder's risk insurance, then (i) such insurance shall be purchased by the County; (ii) the cost thereof shall be a credit against the County's funding commitments in Section 6.2; and (iii) the County shall be permitted to use funds on deposit in the County Account to pay for the insurance premium and costs associated with the builder's risk insurance.

(b) Professional Liability Insurance: Professional liability insurance for losses that arise out of the professional services of the Architect and other professionals working on the Baseball Stadium and the Public Infrastructure. Policy limits for the Architect shall be \$10,000,000 per claim/ annual aggregate. At its option, the Stadium Developer may either

acquire, or cause the Architect to acquire, additional professional liability coverage, if available at commercially reasonable rates or the Stadium Developer may procure Owners Protective Professional Insurance ("OPPI") with minimum limits of at least \$20,000,000 each claim/annual aggregate. Miami-Dade County shall be an additional insured to the OPPI policy.

(c) Workers' Compensation: Workers' compensation insurance meeting the statutory requirements of the State, including, as applicable, Chapter 440, Florida Statutes.

(d) General Liability: Commercial general liability insurance coverage for third party bodily injury or property damage claims (i) arising out of services performed by the Stadium Developer or the Construction Manager prior to the start of construction for a combined single limit for bodily injury and property damage of not less than \$4,000,000 each occurrence/annual aggregate, (ii) arising out of construction services performed on the Baseball Stadium Site or portions of the Entire Site encompassing the Public Infrastructure after the start of construction for a combined single limit for bodily injury and property damage of not less than \$50,000,000 each occurrence/annual aggregate, and (iii) arising out of construction services performed on the Baseball Stadium Site after the date of Substantial Completion (for example, punchlist or warranty work) for a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence/annual aggregate to the extent that such services are not covered by the developer controlled insurance program contemplated below. The completed operations coverage under the commercial general liability insurance relating to construction services performed on the Baseball Stadium Site or portions of the Entire Site encompassing the Public Infrastructure shall continue for a period of not less than five (5) years after Substantial Completion. Miami-Dade County and the City of Miami shall be shown as additional insureds with respect to this coverage.

(e) Business Automobile Liability Insurance – covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than \$1,000,000.

(f) Other Insurance: The Stadium Developer shall have the right to procure such other insurance coverages for the Project that, in the Stadium Developer's opinion, are appropriate for the risk exposures that are incident to the design and construction of a major professional sports facility or that are incident to the Baseball Stadium Site or portions of the Entire Site encompassing the Public Infrastructure, including, but not limited to Contractor's Pollution Liability Insurance.

The foregoing policy limits may be achieved by any combination of primary and excess policies so long as the overall minimum limits are procured. The County and the City acknowledge that the Stadium Developer is considering a "developer controlled" insurance program, which shall include the following coverages (all as more fully set out in the Construction Management Contract): general liability insurance, workers' compensation (including employers' liability) insurance and excess coverage. The County and the City agree to provide to the Stadium Developer general assistance and information as reasonably required by the Stadium Developer or the insurance underwriters in connection with the Stadium Developer's procurement, implementation and management of the "developer controlled" insurance program.

8.2 General Insurance Provisions. The Stadium Developer shall cause to be furnished to the Government Representatives certificates of insurance for the Insurance Policies setting forth the limits and sub-limits for each of the Insurance Policies. The Stadium Developer shall cause to be furnished to the Government Representatives copies of the Insurance Policies within thirty (30) days after the Stadium Developer's receipt of the Insurance Policies. The Insurance Policies, where appropriate, shall name the County and the City as additional insureds, as their interests may appear, and shall be maintained and kept in force at least until the date of Substantial Completion. If the County determines that any Insurance Policy does not meet the standard of commercially and reasonably available in the South Florida insurance market, the County shall promptly notify the Stadium Developer in writing. The County may seek a determination from the arbitrator pursuant to Article XIV as to whether any Insurance Policy complies with the requirements of this Article VIII. If the arbitrator determines that the limits purchased do not meet the standard of commercially and reasonable available in the South Florida insurance market, then the Stadium Developer shall be required to immediately purchase additional coverage to meet the standard as set forth by the arbitrator. The Insurance Policies shall provide that coverage shall not be materially modified, reduced or cancelled until the insurance carrier(s) endeavor to provide at least thirty (30) days' prior written notice of such modification, reduction or cancellation to the County Representative. The Stadium Developer shall provide the County Representative written notice of any material changes to the Insurance Policies within thirty (30) days prior to the date the change becomes effective, if practicable, but in no instance later than the date such changes become effective. The Insurance Policies shall be obtained from financially sound insurance companies rated not less than A-;VII by A.M. Best & Company (or any equivalent rating agency approved by the County Risk Management Division, which approval shall not be unreasonably withheld) and authorized to do business in the State. Any and all costs incurred by the Stadium Developer in discharging obligations under this Article VIII shall be included as Stadium Project Costs.

8.3 Damage or Destruction Prior to Completion.

(a) If at any time after Commencement of Construction and prior to Substantial Completion, as the case may be, all or any part of the Baseball Stadium or Public Infrastructure shall be damaged or destroyed by a casualty of any nature (a "Casualty"), the Stadium Developer shall, to the extent Applicable Laws permit, promptly restore, replace, rebuild, repair and/or alter (such work being "Casualty Repair Work") all or such portion of the Baseball Stadium or Public Infrastructure as shall have been damaged or destroyed in general conformance with the Design Documents, with such changes and alterations thereto as the Stadium Developer shall request and the Government Representatives shall reasonably approve.

(b) Subject to Sections 8.3(c) and (d) below, the Stadium Developer shall be responsible to fund all deductibles and amounts exceeding any sub-limits due under the Property Insurance Policy for all Casualty Repair Work up to an amount of \$10,000,000.

(c) Notwithstanding Sections 8.3 (b) above, if the County has been able to obtain confirmation from the Florida Insurance Commissioner or other relevant state emergency management agency (or other appropriate FEMA-related state agency) that the Property Insurance Policy coverage is reasonable, then the County agrees to be responsible for the

deductible costs, and any amounts exceeding any applicable sub-limit (if one exists), for any claim made under the Builder's Risk Insurance Policy for a named storm.

(d) Notwithstanding anything to the contrary in this Agreement, if the reasonably estimated costs and expenses of the Casualty Repair Work for the Baseball Stadium (excluding changes and alterations requested by the Stadium Developer) exceed the sum of (i) the amount of Builder's Risk Insurance Proceeds received by the Stadium Developer, (ii) the amount of any Government Relief Grants received for the Baseball Stadium under Section 8.3(g) below, and (iii) the amount of up to \$10,000,000 to be funded by the Stadium Developer for deductibles and sub-limit excesses as provided in Sections 8.3(b) above (the "Insurance Deficiency"), then the Stadium Developer shall have no obligation to fund the Insurance Deficiency. In such event, the Parties shall make a good faith effort to identify funding sources for the Insurance Deficiency in order to rebuild the Baseball Stadium. If, within one hundred eighty (180) days after the Casualty, the Parties, after having exercised good faith efforts, are unable to identify funding sources sufficient to fund the Insurance Deficiency and to rebuild the Baseball Stadium, then any Party shall have the option, exercisable by written notice to the other Parties to terminate this Agreement. If any Party exercises its option to terminate this Agreement, the Stadium Developer shall not be obligated to perform any Casualty Repair Work, the Builder's Risk Insurance Proceeds shall be distributed as set forth in Section 8.3(f) below, the unexpended funds on deposit in the Funding Accounts shall remain with each respective contributing party, and this Agreement shall terminate without any further obligations of the Parties under this Agreement.

(e) Notwithstanding anything to the contrary in this Agreement, with respect to any damage or destruction of the Public Infrastructure, any applicable deductibles, self-insured retention or other costs and expenses that are not covered by the insurance policies relating to the Public Infrastructure shall be the responsibility of the Government Parties and funded by them as Public Infrastructure Costs.

(f) Unless a Party terminates this Agreement pursuant to Section 8.3(d) above, all Builder's Risk Insurance Proceeds shall be paid to the Stadium Developer, deposited in the Stadium Developer Account, and used by the Stadium Developer for Casualty Repair Work, provided that if such proceeds exceed Six Million Dollars (\$6,000,000), such proceeds shall be escrowed in an interest bearing account with a financial institution or other party selected by the Stadium Developer and reasonably satisfactory to the County (the "Insurance Escrow Agent") pursuant to an Insurance Escrow Agreement in form and substance reasonably satisfactory to the Stadium Developer and the County (the "Insurance Escrow Agreement"). The Insurance Escrow Agreement shall, except as set forth herein, in all events provide for disbursement of the Builder's Risk Insurance Proceeds in accordance with the provisions of this Article VIII. Any insurance proceeds (and earnings thereon) remaining following completion of and full payment for such Casualty Repair Work shall be (i) paid to the Capital Reserve Fund if the Casualty proceeds relate to the Baseball Stadium and (ii) paid to the County and the City, 50% each, if the Casualty proceeds relate to the Public Infrastructure. If this Agreement is terminated pursuant to Section 8.3(d) above, the Stadium Developer shall allocate all Builder's Risk Insurance Proceeds it receives with respect to any Casualty relating to the Baseball Stadium (i) first to pay, at the option of the County, the demolition costs of any remaining improvements on the Baseball Stadium Site and the costs of restoring the Baseball Stadium Site to a clean, unimproved condition or the costs of initially securing and preserving the Stadium Premises, in

light of its then existing state, in a manner reasonably acceptable to the County and the Stadium Developer so that the Stadium Premises may be restored in the future; and (ii) any remaining funds after paying (i) shall be allocated among the Stadium Developer and the Government Parties in proportion to their financial contributions to the Baseball Stadium Project through that date. If the Builder's Risk Insurance Proceeds relate to the Public Infrastructure, then all such proceeds shall be paid to the Government Parties in proportion to their financial contributions to the Public Infrastructure.

(g) In the event of a Casualty resulting from a named storm, terrorist act or other occurrence eligible for a Government Relief Grant, the County and the City shall work in good faith with the Stadium Developer to apply for all appropriate Government Relief Grants with respect to such Casualty, and shall use reasonable efforts to obtain the largest amount of such grants without jeopardizing the ability to obtain funding for essential projects affecting public health and safety. Any such grants must be applied to fund the repair or replacement as specifically outlined in the specifically applicable award of the Government Relief Grant to the extent they provide funds for Casualty Repair Work.

ARTICLE IX

REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 County Representations, Warranties and Covenants. The County represents, warrants and covenants to the Stadium Developer and the City that:

(a) The County has full power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement by the County have been duly authorized by all necessary governmental action (other than the various customary regulatory approvals, licenses and permits which are required for the development, construction, use and operation of the Baseball Stadium). The County Mayor or his designee is the party duly authorized to execute and deliver this Agreement on behalf of the County and has so executed and delivered this Agreement. All necessary governmental action required by the County has been taken to duly authorize the execution, delivery and performance by the County pursuant to this Agreement. This Agreement is a valid and binding obligation of the County, enforceable against the County in accordance with its terms. The County Representative has been duly authorized to act on behalf of the County as provided in this Agreement.

(b) Except as previously disclosed to the Stadium Developer and the City in writing, the execution, delivery and performance of this Agreement and the Stadium Agreements by the County are not prohibited by and do not conflict with any other agreements, instruments, judgments or decrees to which the County is a party.

(c) Neither the execution, delivery nor, to the actual knowledge of the County, performance of this Agreement by the County violates the County Charter, the County Code or any ordinance or resolution of the County. To the actual knowledge of the County, the County has not received any notice as of the date of this Agreement asserting any noncompliance in any material respect by the County with Applicable Laws with respect to the Baseball Stadium Site and the transactions contemplated in and by this Agreement; and the County is not in default

with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement and the other Stadium Agreements.

(d) Except as otherwise disclosed to the Stadium Developer and the City in writing, to its actual knowledge, no suit is pending which has been served upon the County or of which the County has actual knowledge, before or by any court or governmental body seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution and delivery of, or the consummation of the transactions contemplated in and by, this Agreement or which might materially and adversely affect the construction, use and operation of the Baseball Stadium as contemplated in and by this Agreement.

(e) If any Title Defect first arises subsequent to the execution of this Agreement which is created by, through or under the County and not by the acts of the Stadium Developer, the Team, the City or their respective agents, contractors, employees and tenants, the County shall take all reasonable actions, at its sole cost and expense, to promptly eliminate such Title Defect. The Stadium Developer acknowledges that utility easements and other matters expressly permitted in this Agreement or the other Stadium Agreements shall not constitute a Title Defect. Except as expressly permitted under this Agreement and the other Stadium Agreements, the County shall not create any Lien which would encumber the Baseball Stadium Site and materially diminish, impair or disturb the rights of the Stadium Developer under this Agreement.

(f) The County will convey to the City pursuant to Section 3.10, good and marketable title to Lots 3 and 4, free and clear of all Liens, except Permitted Exceptions.

9.2 City Representations, Warranties and Covenants. The City represents, warrants and covenants to the Stadium Developer and the County that:

(a) The City has full power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement by the City have been duly authorized by all necessary governmental action (other than the various customary regulatory approvals, licenses and permits which are required for the development, construction, use and operation of the Baseball Stadium). The City Manager is the party duly authorized to execute and deliver this Agreement on behalf of the City and has so executed and delivered this Agreement. All necessary governmental action required by the City has been taken to duly authorize the execution, delivery and performance by the City pursuant to this Agreement. This Agreement is a valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City Representative has been duly authorized to act on behalf of the City as provided in this Agreement.

(b) Except as previously disclosed to the Stadium Developer and the County in writing, the execution, delivery and performance of this Agreement and the other Stadium Agreements by the City are not prohibited by and do not conflict with any other agreements, instruments, judgments or decrees to which the City is a party.

(c) Neither the execution, delivery nor, to the actual knowledge of the City, performance of this Agreement by the City violates the City Charter, the City Code or any ordinance or resolution of the City. To the actual knowledge of the City, the City has not received any notice as of the date of this Agreement asserting any noncompliance in any material respect by the City with Applicable Laws with respect to the Entire Site and the transactions contemplated in and by this Agreement; and the City is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement and the other Stadium Agreements.

(d) Except as otherwise disclosed to the Stadium Developer and the County in writing, to its actual knowledge, no suit is pending which has been served upon the City or of which the City has actual knowledge, before or by any court or governmental body seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution and delivery of, or the consummation of the transactions contemplated in and by, this Agreement or which might materially and adversely affect the construction, use and operation of the Baseball Stadium or the Parking Facilities as contemplated in and by the Stadium Agreements.

(e) If a Title Defect arises subsequent to the execution of this Agreement which is created by, through or under the City and not by the acts of the Stadium Developer, the Team, the County or their respective agents, contractors, employees and tenants, the City shall take all reasonable actions, at its sole cost and expense, to promptly eliminate such Title Defect. The City shall not create any Lien which would encumber the Baseball Stadium Site and materially diminish, impair or disturb the rights of the Stadium Developer under this Agreement.

(f) The City will convey to the County pursuant to Section 3.5, good and marketable title to the Baseball Stadium Site, free and clear of all Liens, except Permitted Exceptions.

9.3 Stadium Developer Representations, Warranties and Covenants. The Stadium Developer represents, warrants and covenants to the County and the City that:

(a) The Stadium Developer is a limited liability company, duly formed and validly existing under the laws of the State of Delaware, and has all requisite limited liability company power and authority to enter into this Agreement. This Agreement is a valid and binding obligation of the Stadium Developer, enforceable against the Stadium Developer in accordance with its terms.

(b) The execution, delivery and performance by the Stadium Developer of this Agreement have been duly authorized by all necessary limited liability company action of the Stadium Developer and will not violate the Stadium Developer's certificate of formation or limited liability company agreement, or the Major League Baseball Constitution, or result in the breach of or constitute a default under any loan or credit agreement, or other agreement or instrument to which the Stadium Developer is a party or by which the Stadium Developer or its assets may be bound or affected. All consents and approvals of any Person (including members of the Stadium Developer, if necessary) required in connection with the Stadium Developer's execution of this Agreement have been obtained.

(c) Except as otherwise disclosed to the County and City in writing, to its knowledge, no suit is pending against or affects the Stadium Developer which has been served upon or of which the Stadium Developer has knowledge which could have a material adverse affect upon the Stadium Developer's performance under this Agreement or the financial condition or business of the Stadium Developer. There are no outstanding judgments against the Stadium Developer.

(d) The Stadium Developer has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement or the other Stadium Agreements, other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

(e) The execution, delivery and performance of this Agreement and the other Stadium Agreements are not prohibited by and do not conflict with any other agreements, instruments, judgments or decrees to which the Stadium Developer is a party or is otherwise subject.

(f) The controlling owner of the Team has, simultaneously with the execution of this Agreement, executed the affidavit in the form attached hereto as Exhibit M.

(g) The Stadium Developer has received no notice as of the date of execution of this Agreement asserting any noncompliance in any material respect by the Stadium Developer with any Applicable Laws with respect to the transactions contemplated in and by this Agreement and the other Stadium Agreements; and the Stadium Developer is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement and the other Stadium Agreements.

9.4 Mutual Covenants.

(a) The Parties, whenever and as often as each shall be reasonably requested to do so by another Party or by the Team, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement and each of the other Stadium Agreements, subject, however, in all instances to any necessary Board or Commission approvals.

(b) In exercising its rights and fulfilling its obligations under this Agreement and each of the other Stadium Agreements, each of the Parties shall act in good faith.

(c) No Party shall terminate this Agreement on the ground of ultra vires acts or for any illegality or on the basis of any challenge to the enforceability of this Agreement, except as otherwise permitted in this Agreement or in any other Stadium Agreement. Subject to the preceding sentence, no such challenge may be asserted by any Party except by the institution of a declaratory action in which the Parties and the Team are parties.

(d) Each Party shall contest any challenge in which the Baseball Stadium Project, the design, construction, financing, licensing or operation of the Baseball Stadium or this

Agreement or any of the other Stadium Agreements is placed in issue or questioned by any Person whatsoever, including all appellate proceedings, the purpose of such litigation being to estop, hinder or delay the acquisition of the Baseball Stadium Site or the negotiation, execution or implementation of this Agreement or any of the other Stadium Agreements involving any of the County, the City or the Team Affiliates (a "Challenge"), whether asserted by a taxpayer or any other Person, except where to do so would be deemed by such Party as presenting a conflict of interest or would be contrary to Applicable Law. The applicable Parties shall pay all of the legal fees, costs and other expenses incurred by it in contesting the Challenge. The applicable parties shall consult with the other Parties in contesting any Challenge and the Parties agree to cooperate and act reasonably and diligently in defending any Challenge. The Parties shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect, which has been asserted or threatened except with respect to the County or City, any such action which requires approval of the Board or Commission, as the case may be, or is not deemed by the County or City, as the case may be, to present a conflict of interest or is not deemed by the County or the City, as the case may be, to be contrary to Applicable Law. During the pendency of any Challenge, the County or City (as appropriate) shall continue to process all requests for Development Requirements, and shall continue to issue such Development Requirements, for the construction of the Baseball Stadium, even if such Development Requirements might be invalidated if the Challenge is determined adversely to the Parties, unless the continued processing and/or issuance of the Development Requirements during the pendency of the Challenge is expressly contrary to law.

(e) Should any Party receive knowledge about any matter which may constitute a breach of any of its warranties or covenants set forth in this Article IX which arises after the date of this Agreement, it shall promptly notify the other Parties of the same in writing. Specifically, without limitation, the Parties shall promptly inform the others of any suits referred to in Sections 9.1(d), 9.2(d) and 9.3(c) and any Challenge referred to in Section 9.4(d).

(f) During the term of this Agreement, the County shall comply with all Applicable Laws relating to its ownership of the Baseball Stadium and the Baseball Stadium Site, but not with respect to the use, operation, development, occupancy and/or construction of the Baseball Stadium by the Stadium Developer (which shall be the responsibility of the Stadium Developer, except as specifically provided below). Each Government Party shall comply with all Applicable Laws relating to the exercise of its rights and performance of its obligations under the Stadium Agreements, but not with respect to the use, operation, development, occupancy and/or construction of the Baseball Stadium by the Stadium Developer (which shall be the responsibility of the Stadium Developer, except as specifically provided below). The County in its capacity as owner of the Baseball Stadium and Baseball Stadium Site shall execute such documents and file such documents and reports as may be reasonably necessary to enable the Stadium Developer, the Stadium Operator and their Affiliates to obtain and maintain all necessary permits and licenses that are required of an owner of the Baseball Stadium and/or Baseball Stadium Site. With regard to any entry by the County or the City into the Baseball Stadium for any purpose, the County and the City shall comply with all Applicable Laws relating to such entry.

(g) All covenants, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement. No action taken pursuant to or related to this Agreement, including any investigation by or on behalf of a Party shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement.

(h) In exercising its rights and fulfilling its obligations under this Agreement and each of the other Stadium Agreements, each of the County, the City and the Stadium Developer shall act in good faith. Notwithstanding the foregoing, each party acknowledges that in each instance under this Agreement and the Stadium Agreements where a party is obligated to exercise good faith or to use good faith efforts, such party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each party further acknowledges that the obligation of any party to act in good faith, or undertake good faith efforts does not constitute a warranty, representation or other guaranty that the result which the parties are attempting to achieve will be successfully achieved and no party shall be liable for any failure to achieve the result or results intended so long as the party has complied with its obligation to act in good faith.

(i) By execution of this Agreement, the County hereby authorizes the County Mayor or his designee to execute on behalf of the County any additional documents, subject to Board approval where required by Applicable Law or where, in the discretion of the County Mayor or his designee, in consultation with the County Attorney's Office, the County Mayor or his designee determines that Board approval is necessary or desirable. Notwithstanding the foregoing, (a) each party shall have reasonable approval rights over the form and substance of all documents which it is asked to execute; (b) no party shall be required to fundamentally change any rights, duties or obligations of such party under this Agreement or the Stadium Agreements; and (c) such documents may, if required by Applicable Law or the County Mayor or his designee, after consultation with the County Attorney's Office, deem necessary or desirable, require approval of the Board.

ARTICLE X

DEFAULTS AND REMEDIES

10.1 Stadium Developer Default. Each of the following shall constitute a default by the Stadium Developer hereunder (a "Stadium Developer Default"):

(a) If any representation or warranty made by the Stadium Developer in this Agreement shall at any time prove to have been incorrect in any material respect as of the time made, and the Stadium Developer fails to cause such representation or warranty to become correct within thirty (30) days after written notice thereof is given to the Stadium Developer by a Government Representative; provided, however, that if it is not reasonably possible to cause such representation or warranty to become correct within such thirty (30)-day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Stadium Developer commences and thereafter diligently continues to cause such representation or warranty to become correct.

(b) If the Stadium Developer fails to pay any amount payable by the Stadium Developer under this Agreement and fails to cure the same within thirty (30) days after written notice to the Stadium Developer from a Government Representative, except to the extent such failure is due to the failure of a Government Party to fund an undisputed funding request (including any disputes resolved through arbitration hereunder) made in accordance with Section 6.7 or 7.2; provided, however, that no cure period shall apply to, and no right to cure exists for, the failure of the Stadium Developer to pay any amount it is obligated to pay under Article VI.

(c) If the Stadium Developer shall breach any of its other covenants or agreements in this Agreement other than as referred to in Sections 10.1(a) and (b) and such breach is not cured within thirty (30) days after written notice thereof is given to the Stadium Developer by a Government Representative; provided, however, that if it is not reasonably possible to cure such breach within such thirty (30)-day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Stadium Developer commences and thereafter diligently continues to cure such breach.

10.2 Government Party Default. Each of the following shall constitute a default by a Government Party hereunder (a "Government Party Default");

(a) If any representation or warranty made by a Government Party in this Agreement shall at any time prove to have been incorrect in any material respect as of the time made, and the Government Party fails to cause such representation or warranty to become correct within thirty (30) days after written notice thereof is given to the Government Party by the Stadium Developer; provided, however, that if it is not reasonably possible to cause such representation or warranty to become correct within such thirty (30)-day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Government Party commences and thereafter diligently continues to cause such representation or warranty to become correct.

(b) If a Government Party fails to pay any amount payable by the Government Party under this Agreement and fails to cure the same within thirty (30) days after written notice to the Government Party from the Stadium Developer; provided, however, that such cure period shall not apply to, and no right to cure exists for, the failure of a Government Party to pay any amount it is obligated to pay under Article VI, and a ten (10) day cure period shall apply for any failure to comply with the obligations under Section 7.2(b).

(c) If a Government Party shall breach any of the other covenants or provisions in this Agreement other than as referred to in Sections 10.2(a) and (b) and such breach is not cured within thirty (30) days after written notice thereof is given to the Government Party by the Stadium Developer; provided, however, that if it is not reasonably possible to cure such breach within such thirty (30)-day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Government Party commences and thereafter diligently continues to cure such breach; provided, further, that no cure period shall not apply to, and no rights to cure exists for, any covenant that is required to be performed by a specified date or during a specified period of time.

10.3 Remedies.

(a) Subject to complying with Article XIV with respect to matters that must be resolved by arbitration, in addition to any other rights or remedies, except as otherwise specifically provided in this Agreement or any of the Stadium Agreements, any Party may institute litigation to recover damages for any Default (including any damages a Party may incur relating to the Parking Facilities) or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy) consistent with the purposes of this Agreement. Subject to Article XIV, to the extent applicable, neither the existence of any claim or cause of action of a Party against another Party, whether predicated on this Agreement or otherwise, nor the pendency of arbitration proceedings involving another Party, shall (a) constitute a defense to specific enforcement of the obligations of such other Party under this Agreement or (b) bar the availability of injunctive relief.

(b) Litigation permitted by this Agreement shall only be instituted in the eleventh Judicial Circuit Court of Florida for Miami-Dade County or the Miami division of the United States District Court for the Southern District of Florida. The Parties consent to the jurisdiction and venue of such courts for such permitted litigation.

(c) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement or the other Stadium Agreements, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default.

(d) Any failure of a Party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that Party of any claim for damages it may have by reason of the Default.

(e) Damages to be paid by the County and City under this Article X shall be payable from Non-Ad Valorem Revenue sources.

10.4 Self-Help Remedies.

(a) If a court of competent jurisdiction or the Arbitrator(s) selected under Article XIV has determined pursuant to a final judgment or award that a Stadium Developer Default has occurred and such Stadium Developer Default is continuing, or if Stadium Developer has abandoned the Baseball Stadium Project for a period of sixty (60) consecutive days without providing to the Government Parties reasonable assurances as to Stadium Developer's ability to proceed with the Baseball Stadium Project, then, in addition to any other remedy available to the Government Parties under this Agreement, the Government Parties may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(b) Take possession of the Baseball Stadium Site and the Public Infrastructure sites, as the case may be, and complete the construction and the equipping of the Baseball Stadium and the Public Infrastructure sites, as the case may be, and do anything required, necessary or advisable in the County's sole judgment to fulfill the obligations of the Stadium Developer hereunder, including the rights to avail itself of or procure performance of the Construction Management Contract or the Architect's Contract, as the case may be, to let any contracts with the same contractors, architects, subcontractors or others and to employ watchmen to protect the Baseball Stadium Site and the Public Infrastructure sites, as the case may be, from injury. Without restricting the generality of the foregoing and for the purposes aforesaid, the Stadium Developer hereby appoints and constitutes the County as the Stadium Developer's lawful attorney-in-fact with full power of substitution in the premises to perform the following actions:

(i) to complete construction and equipping of the Baseball Stadium and the Public Infrastructure;

(ii) to use funds on deposit in the County Account, the City Account or the Stadium Developer Account or to advance funds in excess of the Stadium Project Budget to complete the Baseball Stadium and the Public Infrastructure, as the case may be;

(iii) to make changes in the Design Documents which shall be necessary or desirable to complete the Baseball Stadium and the Public Infrastructure, as the case may be;

(iv) to retain or employ new contractors, subcontractors, architects, engineers and inspectors;

(v) without inquiring into and without respect to the validity thereof, to pay, settle or compromise all existing bills and claims which may be Liens, or to avoid such bills and claims becoming Liens, against the Baseball Stadium Site and the Public Infrastructure sites, as the case may be or as may be necessary or desirable for the completion of the construction and equipping of the Baseball Stadium, for the clearance of title to the Baseball Stadium Site, for the completion of the construction and equipping of the Public Infrastructure, or for the clearance of title to the Public Infrastructure site;

(vi) to prosecute and defend actions or proceedings in connection with the Baseball Stadium Site and the Public Infrastructure, as the case may be;

(vii) to take action and require such performance as the County deems necessary or advisable under any of the payment and/or performance bonds to be furnished by the Construction Manager under the Construction Management Contract and to make settlements and compromises with the surety or sureties there under, and in connection therewith, to execute instruments of release and satisfaction; and

(viii) to do any and every act which the Stadium Developer might do in its own behalf with respect to the Baseball Stadium Site and the Public Infrastructure, as the case may be, it being understood and agreed that this power of attorney shall be a power coupled with an interest and cannot be revoked.

(b) Exercise or pursue any other remedy or cause of action permitted at law or in equity or under this Agreement or any of the Stadium Agreements.

(c) If a court of competent jurisdiction or the Arbitrator(s) selected under Article XIV has determined pursuant to a final judgment or award that a Government Party Default has occurred and such Government Party Default is continuing, in addition to any other remedy available to the Stadium Developer under this Agreement, the Stadium Developer shall have the right, but not the obligation, to render the performance required to cure the Government Party Default.

10.5 Termination. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may not be terminated by any Party (upon a Default or otherwise), and each Party waives any right to terminate it may have at law or in equity, except where a specific right of termination is granted to a Party under this Agreement or any other Stadium Agreement.

10.6 Exclusive Remedies. The rights and remedies conferred upon or reserved to the Parties in this Article X are intended to be the exclusive remedies available to each of them upon a breach or default by the other Parties, except as may be otherwise expressly set forth in this Agreement or in any of the other Stadium Agreements.

ARTICLE XI

TERMINATION

11.1 Termination Rights.

11.1.1. Termination for Convenience. Any Party shall have the right at any time prior to the earlier of (i) July 1, 2009, and (ii) the date that the County executes the final bond purchase agreement and/or completes a competitive sale with respect to the County Bonds secured by the Convention Development Tax and Professional Sports Franchise Facility Tax/Tourist Development Tax, by written notice to the other Parties, to terminate this Agreement without cause and/or for the Party's convenience. In the case of the City, such termination shall be exercised only after approval by the Commission. Upon such termination all Parties shall be relieved of all liabilities under this Agreement (except with respect to any breaches by any Party prior to termination). In such event, each of the County, City and Stadium Developer shall be responsible for Reimbursable Interim Costs up to their respective Reimbursable Interim Costs Limitation. In the event any of the three Parties has expended more than its respective Reimbursable Interim Costs Limitation, the Party or Parties, as the case may be, having spent less than their respective Reimbursable Interim Costs Limitation shall reimburse such Party all amounts necessary to reduce that Party's total portion of the Reimbursable Interim Costs to its respective Reimbursable Interim Costs Limitation. If, at the time of calculation, the total of the Reimbursable Interim Costs expended are less than \$20,500,000, then each Party shall be reimbursed in proportion to the percentage that its respective Reimbursable Interim Costs Limitation bears to \$20,500,000. (By way of example, if through the date of termination (and that date is after June 1, 2009), \$5,125,000 in Reimbursable Interim Costs were expended, and the County had spent \$2,000,000, the City had spent \$900,000, and the Stadium Developer spent \$2,225,000, then the Stadium Developer would reimburse the County \$250,000 and reimburse

the City \$25,000, such that all Parties would end up with a final contributions of \$2,500,000 by the Stadium Developer, \$1,750,000 by the County and \$875,000 by the City.)

11.1.2 This Agreement shall terminate upon written notice from any Party to the other Parties if, at any time prior to Substantial Completion of the Baseball Stadium Work, a court of competent jurisdiction has issued a final and unappealable order that (a) invalidates the issuance of the County Bonds or City Bonds or bonds issued by the City to fund the construction of the Parking Facilities, (b) precludes or prohibits the use of County and/or City funds in connection with the construction of the Baseball Stadium or the Parking Facilities, (c) prohibits or materially impairs or restricts the right of the Team to use the Baseball Stadium for MLB Home Games or the Operator to operate the Baseball Stadium except if such arises due to the wrongful act or omission of a Team Affiliate or from a Team Affiliate's default under any agreements to which it is a party, or (d) prohibits or materially restricts the construction of the Baseball Stadium, provided that each Party has used reasonable best efforts to modify this Agreement and any other Stadium Agreements (as necessary) in order to bring this Agreement and the other Stadium Agreements into compliance with the law, as set forth in the above-referenced final unappealable order, for a period of not less than ninety (90) days. If this Agreement terminates under this Section 11.1.2, each Party shall be responsible for a share of Stadium Project Costs, Public Infrastructure Costs, and costs for the development and construction of the Parking Facilities expended through the date of termination in proportion to their funding commitments under this Agreement and the City Parking Agreement. If this Agreement terminates under this Section 11.1.2, each of the other Stadium Agreements shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance by the Parties and their Affiliates (except for the rights and obligations that expressly are to survive termination as provided in the Stadium Agreements). Termination of this Agreement under this Section 11.1.2 shall not alter the claims, if any, of the Parties for breaches of this Agreement occurring prior to such termination, and the obligations of the Parties with respect to such breaches shall survive termination (including those giving rise to such termination).

11.1.3 This Agreement shall terminate if the Operating Agreement is terminated in accordance with its terms.

11.1.4 Any Party's Default under Section 10.1(b) or 10.2(b) that arises from its failure to fund any amounts due under Articles VI or VII shall entitle each of the non-Defaulting Parties to terminate this Agreement following written notice of the Default (from one of the non-Defaulting Parties) and the Defaulting Party's failure to cure such Default within one hundred and eighty (180) days. This provision shall not restrict any Party's right to pursue the remedies set forth in Section 10.3 of this Agreement or to pursue any other available remedy at law or in equity.

11.2 Effect of Termination. Upon the termination of this Agreement pursuant to Section 8.3(d), any provisions of this Article XI or any other termination rights under this Agreement, no Party shall have any further liability or obligation to any other Party except as expressly set forth in this Agreement; provided that no Party shall be relieved of any liability for breach of this Agreement related to events or obligations arising prior to such termination.

ARTICLE XII

INDEMNIFICATION

12.1 Indemnification by Stadium Developer. To the maximum extent permitted by State law, the Stadium Developer shall indemnify, defend and hold harmless each Government Party, and its officers, employees, attorneys, agents and instrumentalities from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, directly arising out of (a) any breach, default or misrepresentation by the Stadium Developer under this Agreement or (b) any personal or bodily injury, including death, to any person and destruction of property resulting from the negligent performance (or failure to perform) by the Stadium Developer of the Work; provided, however, that the foregoing indemnification shall not extend to those claims, losses, damages, liabilities, costs or expenses asserted against or suffered by a Government Party (or its officers or employees) which are due to the negligent acts or omissions of the Government Party (or its officers or employees), or to any action taken by the Government Party in violation of this Agreement or any action not taken that is required under this Agreement. Notwithstanding the foregoing, the Stadium Developer shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with any loss or liability due to a Force Majeure.

12.2 Indemnification by the Government Parties.

12.2.1 County Indemnification. The County does hereby agree to indemnify and hold harmless the Stadium Developer and the Team Affiliates ("Developer Indemnitees") to the extent and within the limitations of Section 768.28 Fla. Stat., and subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum set forth in said statute, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum set forth in said statute, from any and all personal injury or property damage claims, liabilities, losses and causes of action arising from the same claim which may arise solely as a result of the negligence of the County in connection with its rights and obligations under this Agreement. However, nothing herein shall be deemed to indemnify the Developer Indemnitees from any liability or claim arising out of the negligent performance or failure of performance of the Stadium Developer or its employees, agents, servants, partners, principals or subcontractors, or the Team, the Team Affiliates, the City or any unrelated third party. The Stadium Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Developer Indemnitees as herein provided. Notwithstanding the foregoing, the County shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with any loss or liability due to a Force Majeure.

12.2.2 City Indemnification. The City does hereby agree to indemnify and hold harmless the Developer Indemnitees to the extent and within the limitations of Section 768.28 Fla. Stat., and subject to the provisions of that Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds

the sum set forth in said statute, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum set forth in said statute, from any and all personal injury or property damage claims, liabilities, losses and causes of action arising from the same claim which may arise solely as a result of the negligence of the City in connection with its rights and obligations under this Agreement. However, nothing herein shall be deemed to indemnify the Developer Indemnitees from any liability or claim arising out of the negligent performance or failure of performance of the Stadium Developer or its employees, agents, servants, partners, principals or subcontractors, or the Team, the Team Affiliates, the County or any unrelated third party. The Stadium Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the City shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Developer Indemnitees as herein provided. Notwithstanding the foregoing, the City shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with any loss or liability due to a Force Majeure.

12.3 Indemnification Procedures.

(a) If any Person entitled to indemnification pursuant to this Article XII (an "Indemnified Party") shall discover or have actual notice of facts that have given rise, or which may give rise to, a claim for indemnification under this Article XII, or shall receive notice of any action or proceeding of any matter for which indemnification may be claimed (each, a "Claim"), the Indemnified Party shall, within twenty (20) days following service of process or other written notification of such claim (or within such shorter time as may be necessary to give the Person obligated to indemnify the Indemnified Party (the "Indemnitor") a reasonable opportunity to respond to such service process or notice of claim), and within twenty (20) days after any other such notice, notify the Indemnitor in writing thereof together with a statement of such information respecting such matter as the Indemnified Party then has; provided, however, the failure to notify the Indemnitor shall not relieve the Indemnitor from any liability which it may have to the Indemnified Party except and solely to the extent that such failure or delay in notification shall have adversely affected the Indemnitor's ability to defend against, settle or satisfy any such Claim.

(b) The Indemnitor shall be entitled, at its cost and expense, to contest or defend any such Claim by all appropriate legal proceedings through attorneys of its own choosing, provided the Indemnitor shall have first notified the Indemnified Party of its intention to do so within twenty (20) days after its receipt of such notice from the Indemnified Party. If within twenty (20) days following such notice from the Indemnified Party, the Indemnified Party has not received notice from the Indemnitor that such claim will be contested or defended by the Indemnitor, the Indemnified Party shall have the right to (i) authorize attorneys satisfactory to it to represent it in connection therewith and/or (ii) subject to the approval of the Indemnitor, which approval shall not be unreasonably withheld or delayed, at any time settle, compromise or pay such Claim, in either of which events the Indemnified Party shall be entitled to indemnification thereof as provided in this Article XII. These provisions in no way prevent the Indemnified Party from taking whatever actions are necessary to defend the Claim during the time before the Indemnified Party learns whether the Indemnitor will contest or defend the Claim. Attorneys' fees and costs accrued by the Indemnified Party during this time are indemnifiable. If required

by the Indemnitor, the Indemnified Party shall cooperate fully with the Indemnitor and its attorneys in contesting or defending any such Claim or, if appropriate, in making any counterclaim or cross complaint against the Person asserting the Claim against the Indemnified Party, but the Indemnitor will reimburse the Indemnified Party for any expenses reasonably incurred by the Indemnified Party in so cooperating.

(c) The Indemnitor shall pay to the Indemnified Party in cash all amounts to which the Indemnified Party may become entitled by reason of the provisions of this Article XII, such payment to be made within thirty (30) days after such amounts are finally determined either by mutual agreement or by judgment of a court of competent jurisdiction. Notwithstanding that the Indemnitor is actively conducting a defense or contest of any Claim against an Indemnified Party, such Claim may be settled, compromised or paid by the Indemnified Party without the consent of the Indemnitor; provided however that if such action is taken without the Indemnitor's consent, its indemnification obligations with respect thereto shall be terminated and the Indemnitor shall have no obligation to the Indemnified Party. The Indemnitor shall have the right to settle, compromise or pay any Claim being defended by the Indemnitor without the Indemnified Party's consent so long as such settlement or compromise does not cause the Indemnified Party to incur any present or future material costs, expense, obligation or liability of any kind or nature, or require any admission or action or forbearance from action by the Indemnified Party that would have a material adverse effect on the Indemnified Party.

12.5 Survival. The obligations contained in this Article XII will survive the expiration or earlier termination of this Agreement but only with respect to an event that may give rise to a Claim that in turn gives rise to a right of indemnification under this Article XII and which such event occurs prior to such expiration or termination.

12.6 Interpretation. To the extent these indemnification clauses or any other indemnification clause in this Agreement do not comply with Chapter 725, Florida Statutes, as may be amended, these provisions shall hereby be interpreted as the Parties' intention to provide the maximum indemnification allowed by Chapter 725, Florida Statutes, as may be amended.

ARTICLE XIII

PARTY REPRESENTATIVES

13.1 Designation of County and City Representatives. The County Mayor or his designee (the "County Representative") shall act as liaison and contact person between the Stadium Developer and the County in administering and implementing the terms of this Agreement. The City Manager or his designee (the "City Representative" and, together with the County Representative, the "Government Representatives") shall act as liaison and contact person between the Stadium Developer and the City in administering and implementing the terms of this Agreement. The County Mayor and the City Manager shall notify the other Parties in writing if they designate or redesignate another individual to serve as County Representative or City Representative, respectively. Each of the County Representative and the City Representative shall have the power, authority and right, on behalf of the County and City, respectively, and without any further resolution or action of the Board or Commission, except as otherwise specifically provided in this Agreement, and so long as such actions or approvals do

not cause an increase to such Government Party's budgeted contributions under this Agreement or are to be paid from a previously identified and approved allowance fund for such Government Party, to:

(a) review, approve and consent, in writing, to documents, plans, applications, and requests required or allowed by the Stadium Developer to be submitted to the Government Representative(s), the County and/or the City, as the case may be, pursuant to this Agreement, including the Design Documents and forms of the Architect Contract or Construction Management Contract;

(b) consent to and approve, in writing, actions, events and undertakings by the Stadium Developer or other Persons for which consent and/or approval is required from the Government Representatives(s), the County and/or the City, as the case may be, under this Agreement;

(c) make appointments of individuals or entities required to be appointed or designated by the Government Representative(s), the County and/or the City, as the case may be, in this Agreement;

(d) sign any and all documents on behalf of the County and/or City, as the case may be, necessary or convenient to the foregoing approvals, consents and appointments in a timely manner; and

(e) grant written extensions of time that extend deadlines or time periods by up to 120 days and that do not otherwise materially affect the rights or obligations of the Stadium Developer or Team Affiliate, the County or the City, as the case may be, under this Agreement.

Any consent, approval, decision, or determination under this Agreement by the County Representative or the City Representative shall be binding on the County and the City, respectively. The Stadium Developer and any other Person dealing with the County or City in connection with this Agreement or any matter governed by this Agreement may rely and shall be fully protected in relying upon the authority of its Government Representative to act for and bind the County and City, as the case may be, in any such matter. The County and City shall cause its Government Representative to comply with all of the provisions of this Agreement.

13.2 Designation of Stadium Developer Representative. Claude Delorme or his designee (the "Stadium Developer Representative") shall act as liaison and contact person between the Stadium Developer, on the one hand, and the County and/or the City, on the other hand, in administering and implementing the terms of this Agreement. The Stadium Developer Representative shall have the power, authority and right, on behalf of the Stadium Developer, and without any further resolution or action of the Stadium Developer, except as otherwise specifically provided in this Agreement to:

(a) review, approve and consent to documents, plans, applications, and requests required or allowed by the Government Representative(s), the County and/or the City, as the case may be, to be submitted to the Stadium Developer pursuant to this Agreement, including Design Documents and forms of the Architect Contract or Construction Management Contract;

(b) consent to and approve actions, events and undertakings by the Government Representative(s), the County and/or the City, as the case may be, or other Persons for which consent and/or approval is required from the Stadium Developer under this Agreement;

(c) make appointments of individuals or entities required to be appointed or designated by the Stadium Developer in this Agreement; and

(d) sign any and all documents on behalf of the Stadium Developer necessary or convenient to the foregoing approvals, consents and appointments in a timely manner.

Any consent, approval, decision, determination, waiver or amendment under this Agreement by the Stadium Developer Representative shall be binding on the Stadium Developer. The Government Parties and any other Person dealing with the Stadium Developer in connection with this Agreement or any matter governed by this Agreement may rely and shall be fully protected in relying upon the authority of the Stadium Developer Representative to act for and bind the Stadium Developer in any such matter. The Stadium Developer shall cause the Stadium Developer Representative to comply with all of the provisions of this Agreement.

ARTICLE XIV

ARBITRATION

14.1 Arbitration. Any dispute or controversy among the Parties or their Affiliates arising under or with respect to this Agreement for claims and counter-claims not exceeding the aggregate amount of Five Million Dollars (\$5,000,000) shall be resolved exclusively by final and binding arbitration in the City of Miami before a panel of three independent arbitrators under the auspices and pursuant to the rules of the American Arbitration Association ("AAA"). Any dispute regarding real estate development or construction matters shall be governed by the Complex Construction Arbitration Rules then in effect, and any dispute regarding other matters shall be governed by the Commercial Arbitration Rules then in effect. Unless otherwise provided in this Agreement, the arbitration hearing will be scheduled so that it is completed within sixty (60) days from the date of the filing of the arbitration and a written award is rendered within forty-five (45) days from the date of such completion. Arbitrators will be chosen from the AAA Large and Complex Case Panel of Arbitrators except that none of the arbitrators shall have performed, directly or indirectly, a material amount of work for the County, the City or a Team Affiliate within the five (5)-year period immediately preceding the date of their selection or intend or desire to perform work for the County, the City or a Team Affiliate within one (1) year following the date of their selection. Issues determined by arbitration pursuant to this Section 14.1 shall be given preclusive or collateral estoppel effect. The decision rendered by the arbitrators shall be final and conclusive and binding upon the Parties. Judgment may be entered on the arbitrators' award in any court having jurisdiction. Each Party shall bear its own attorneys' fees and costs relating to the arbitration, but the costs and fees of the panel and the AAA shall be borne one-third each by the Stadium Developer, the County and the City.

14.2 Expedited ADR. Disputes or deadlocks among any of the Parties arising under or with respect to the Architect Agreement, Construction Management Contract, the approval of the

Design Documents or other Baseball Stadium design approval issues, Public Infrastructure Approval Process, Construction-related issues, or any other provisions of this Agreement where Expedited ADR is required (each, an "Expedited ADR Dispute"), shall be submitted to expedited alternative dispute resolution ("Expedited ADR") under this Section 14.2. The Parties have mutually agreed to establish a panel ("Panel") of at least three (3) or more arbitrators (with the lead Panel member to be reached by mutual agreement) qualified to resolve design and construction-related contract disputes to be available to resolve Expedited ADR Disputes. The Parties shall exchange proposed Panel compositions within ten (10) days following the effective date of this Agreement and agree on the Panel (and the lead Panelist) within thirty (30) days following the effective date of this Agreement. The arbitrator selected from the approved Panel to resolve each Expedited ADR Dispute shall be designated as the Person (the "Neutral") to whom Expedited ADR Disputes are to be submitted for resolution under this Section 14.2.

The Neutral shall not have the power or authority to award any damages or require any payments other than those described in the last paragraph of this Section 14.2. There shall be no discovery permitted with respect to any Expedited ADR other than that required by the Neutral, and each of the Parties who is party to such Expedited ADR shall present its position with respect to the issue(s) to be determined by such Expedited ADR by an oral presentation to the Neutral. Each of the Parties who is party to such Expedited ADR shall be given the opportunity to hear and orally respond to the others' presentations to the Neutral, and to present documents to the Neutral in support of such Party's position. The Neutral shall have the right to limit the documents presented to the Neutral to assure a prompt resolution of the issue(s) to be determined by the Neutral. The Parties who are party to such Expedited ADR may have their respective counsels present at such Expedited ADR, but there shall be no examination or cross-examination of witnesses other than as required or permitted by the Neutral.

The Parties shall use Expedited ADR exclusively, rather than litigation or arbitration, as a means of resolving all Expedited ADR Disputes. The Expedited ADR will be scheduled so that it is completed and a decision is rendered within twenty (20) days from the date of the filing of the Expedited ADR Dispute, and, if requested by the Parties, a written award is rendered within twenty (20) days of such completion. The written award by the Neutral shall be the binding, final determination on the merits of the Expedited ADR Dispute, and shall preclude any subsequent litigation or arbitration on such merits. The Parties agree that any disputes that arise out of such a written award shall be resolved exclusively by Expedited ADR pursuant to this Section 14.2, provided that the Parties may institute legal proceedings in a court of competent jurisdiction to enforce judgment upon an Expedited ADR award in accordance with Applicable Laws. Each Party shall bear its own attorneys' fees and costs relating to the Expedited ADR, but the fees and costs of the Neutral shall be borne equally by the Parties to the Expedited ADR.

ARTICLE XV

MISCELLANEOUS

15.1 Notices. Any notice, consent or other communication under this Agreement shall be in writing and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein),

one (1) Business Day after being sent by reputable overnight carrier, or three (3) Business Days after being mailed by certified mail, return receipt requested, to the Parties, with the copies indicated, at the addresses set forth below (or at such other address as a Party may specify by notice given pursuant to this Section to the other Parties):

If to the County:

To the attention of: County Manager
111 NW 1st Street, Suite 2900
Miami, Florida 33128
Attn: George M. Burgess

With a copy to: County Attorney
111 NW 1st Street, Suite 2810
Miami, Florida 33128
Attn: Robert A. Cuevas, Jr.
and Geri Bonzon-Keenan

If to the City:

To the attention of: City Manager
444 SW 2nd Avenue, 10th Floor
Miami, Florida 33130
Attn: Pedro G. Hernandez

With a copy to: City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130
Attn: Julie O. Bru and Olga Ramirez-Seijas

If to the Stadium Developer:

To the attention of: 2267 Dan Marino Boulevard
Miami, Florida 33056
Attn: David Samson and Derek Jackson

With a copy to: Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attn: Wayne Katz

Notwithstanding the foregoing, periodic and ordinary course notices, deliveries and communications between the Stadium Developer and the Government Representatives or the Project Coordination Team may be given (and shall be considered given when provided) by any of the means set forth above, and to the address provided by any of the latter parties to the Stadium Developer from time to time.

15.2 Merger Clause. This Agreement, including the Schedules and Exhibits to this Agreement, and the other Stadium Agreements contain the sole and entire agreement among the Parties and their Affiliates with respect to their subject matter, are fully integrated, and supersede all prior written or oral agreements among them relating to that subject matter, including the BSA (but not including the Architect Contract and the Construction Management Contract which do include certain understandings of the Parties, as specifically set forth in this Agreement). Except as specifically set forth in this Agreement and the other Stadium Agreements, there shall be no warranties, representations or other agreements among the Parties or their Affiliates in connection with the subject matter hereof or thereof.

15.3 Amendment. This Agreement may not be amended or modified except in a writing signed and duly executed by the Parties.

15.4 Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns, subject to the limitations on Transfer stated herein.

15.5 Waiver. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement. Any waiver must be in writing and signed by all Parties whose interests are being waived.

15.6 Nonrecourse Liability of Stadium Developer Personnel. Notwithstanding and prevailing over any contrary provision or implication in this Agreement and except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts), the officers, directors, partners, shareholders, members, employees and agents of the Stadium Developer, the Team and their Affiliates (the "Stadium Developer Personnel") shall not in any way be liable under or with respect to this Agreement; no deficiency or other monetary or personal judgment of any kind shall be sought or entered against any of the Stadium Developer Personnel with respect to liability under or with respect to this Agreement; no judgment with respect to liability under or with respect to this Agreement shall give rise to any right of execution or levy against the assets of any of the Stadium Developer Personnel other than the Team strictly in accordance with the Assurance Agreement; and the liability of the Stadium Developer under this Agreement shall be limited to the assets of the Stadium Developer and to any guarantee delivered in connection with this Agreement, strictly in accordance with the terms of any such guarantee(s). The limitations of this Section 15.6 shall in no way limit the County's or City's rights as provided in this Agreement (a) to specific performance of each and every provision of this Agreement or in any other instrument or document executed in connection with this Agreement (provided that specific performance shall in no event require the partners, members or shareholders of the Team or their Affiliates to make additional capital contributions), (b) to recover damages against the Stadium Developer for any breaches of this Agreement (provided that collection of damages is subject to the restrictions of this provision), or (c) to enforce remedies against all assets of the Stadium Developer; nor shall this Section 15.6 in any way limit the rights of the County and the City against the Team under the Assurance Agreement.

15.7 Non-Recourse Liability of County Personnel. Notwithstanding and prevailing over any contrary provision or implication in this Agreement or in any other instrument or

document executed in connection with this Agreement, except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts), no member, elected or appointed official, officer, employee, agent, independent contractor or consultant of the County ("County Personnel") shall be liable for any of the County's obligations under this Agreement or any instrument or document executed in connection with this Agreement. Except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts), no County Personnel shall be liable to the Stadium Developer, or any successor in interest to the Stadium Developer, for any amount which may become due to the Stadium Developer or any successor in interest to the Stadium Developer, or for any other obligation, under the terms of this Agreement. The limitations of this Section 15.7 shall in no way limit the Stadium Developer's rights as provided in this Agreement (a) to specific performance of each and every provision of this Agreement or in any other instrument or document executed in connection with this Agreement, (b) to recover damages against the County for any breaches of this Agreement (provided that collection of damages is subject to the restrictions of this provision), or (c) to enforce remedies against the County.

15.8 Non-Recourse Liability of City Personnel. Notwithstanding and prevailing over any contrary provision or implication in this Agreement or in any other instrument or document executed in connection with this Agreement, except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts), no member, elected or appointed official, officer, employee, agent, independent contractor or consultant of the City ("City Personnel") shall be liable for any of the City's obligations under this Agreement or any instrument or document executed in connection with this Agreement. Except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts), no City Personnel shall be liable to the Stadium Developer, or any successor in interest to the Stadium Developer, for any amount which may become due to the Stadium Developer or any successor in interest to the Stadium Developer, or for any other obligation, under the terms of this Agreement. The limitations of this Section 15.8 shall in no way limit the Stadium Developer's rights as provided in this Agreement (a) to specific performance of each and every provision of this Agreement or in any other instrument or document executed in connection with this Agreement, (b) to recover damages against the City for any breaches of this Agreement (provided that collection of damages is subject to the restrictions of this provision), or (c) to enforce remedies against the City.

15.9 No Indirect Damages. In no event shall any party be liable under any provision of this Agreement for any special, indirect, incidental, consequential, exemplary, treble or punitive damages, in contract, tort or otherwise, whether or not provided by statute and whether or not caused by or resulting from the sole or concurrent negligence or intentional acts of such party or any of its affiliates or related parties. Notwithstanding the foregoing, this limitation of liability shall not apply to any indemnification for third-party claims available at law or pursuant to, but subject to the limitations in, Article XII. The preceding limitation shall not be a basis for any claim or argument that a dispute should not be arbitrated. The provision shall survive the expiration or earlier termination of this Agreement.

15.10 Assignment.

(a) The Stadium Developer shall not sell, assign, convey, transfer, pledge, encumber or otherwise dispose of voluntarily or involuntarily (each, a "Transfer") this Agreement or any of its rights under this Agreement without the prior written consent of the Government Representatives; provided, however, that the Stadium Developer may, without the prior written consent of the Government Representatives:

(i) Transfer all of its rights hereunder to any Person (or Affiliate of any Person) that acquires directly or indirectly the controlling interest in the Team or the Major League Baseball franchise owned by the Team with the approval of Major League Baseball, provided that (A) the Stadium Developer or Team notifies the Government Representatives in writing concurrently with the proposed Transfer, which notice shall state the nature of the Transfer, identify the transferee and provide the County with evidence reasonably satisfactory to the County that the proposed Transfer has been approved by Major League Baseball, (B) such transferee executes and delivers to the Government Representatives its agreement, in form and substance reasonably satisfactory to the Government Representatives, to assume all of the obligations of the Stadium Developer under this Agreement and to keep and perform all provisions of this Agreement, (C) such transferee or its Affiliate that acquires the Team's Major League Baseball franchise assumes all obligations of the Team under the Assurance Agreement, and (D) such transferee or its Affiliates assume all of the other obligations of the Stadium Developer and its Affiliates under the other Stadium Agreements;

(ii) Transfer any or all of its rights hereunder to one or more Affiliates of the Stadium Developer, provided that any such Transfer shall not affect the obligations of the Team (or its permitted successors or assigns) under the Assurance Agreement; and

(iii) pledge or collaterally assign any or all of its rights hereunder to any provider, guarantor or insurer of financing to the Stadium Developer or its Affiliates in accordance with Section 14.8 of the Operating Agreement.

(b) The Stadium Developer shall be relieved of its obligations under this Agreement from and after the date of a Transfer pursuant to Section 15.10(a)(i) or 15.10(a)(ii) above.

(c) The City and County shall not Transfer this Agreement or any of their rights hereunder, and the County shall not Transfer its ownership of the Baseball Stadium or Baseball Stadium Site, without the prior written consent of the Stadium Developer.

(d) Any Transfer or attempted Transfer by a Party in violation of this Section 15.10 shall be void.

15.11 Government Cooperation. Within five (5) Business Days after receipt of written notice from the Stadium Developer and, subject to any limitations of its authority under Applicable Laws and subject to the provisions of this Agreement, each Government Party shall consent to, execute and deliver to the Stadium Developer any suitable applications or evidence of the Stadium Developer's authority required by any governmental or other body claiming jurisdiction in connection with any construction which the Stadium Developer may do in accordance with this Agreement.

15.12 Consent of Parties. Whenever in this Agreement the consent or approval of a Party is required, such consent or approval:

(a) shall be made in the case of the County by the County Representative on behalf of the County to the extent this Agreement does not specify otherwise, except for approvals or consents specifically requiring Board approval or consent under (i) this Agreement, (ii) any other Stadium Agreement or (iii) pursuant to Applicable Law;

(b) shall be made in the case of the City by the City Representative on behalf of the City to the extent this Agreement does not specify otherwise, except for approvals or consents specifically requiring Commission approval or consent under (i) this Agreement, (ii) any other Stadium Agreement or (iii) pursuant to Applicable Law;

(c) shall not be unreasonably or arbitrarily withheld, conditioned or delayed unless specifically provided to the contrary in this Agreement;

(d) shall not be effective unless it is in writing; and

(e) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the other Parties of the obligation of obtaining the consenting Party's prior written consent or approval to any future similar act or transaction.

15.13 Headings. The headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or of its provisions.

15.14 General Interpretive Provisions. Whenever the context may require, terms used in this Agreement shall include the singular and plural forms, and any pronoun shall include the corresponding masculine and feminine forms. The term "including", whenever used in any provision of this Agreement, means including but without limiting the generality of any description preceding or succeeding such term. Each reference to a Person shall include a reference to such Person's successors and assigns. All references to "Articles", "Sections", "Schedules" or "Exhibits" shall be references to the Articles, Sections, Schedules and Exhibits to this Agreement, except to the extent that any such reference specifically refers to another document. Each of the Parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the draftsman.

15.15 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Laws, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Laws, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with Applicable Laws, (b) does not alter any of the substantive rights, obligations or liabilities of any party under this Agreement or any other Stadium Agreement, and (c) confers upon the Parties the benefits intended to be conferred by the invalid provision; and the remaining provisions of this Agreement, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision.

15.16 Absence of Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

15.17 Governing Law. This Agreement and the interpretation of its terms shall be governed by the laws of the State, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami, Florida. In the event that the County or City enacts an Applicable Law that amends or alters (or purports to amend or alter) the terms of this Agreement, the Team Affiliates reserve all rights, and by entering into this Agreement do not waive any rights, to assert a breach of this Agreement and to contest the validity, enforceability or applicability of such Applicable Law, including on the basis that such Applicable Law is discriminatory, retroactive or would serve to amend or alter the terms of this Agreement.

15.18 Time of Essence. Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

15.19 Relationship of Parties. No partnership or joint venture is established among the Parties under this Agreement. Except as expressly provided in this Agreement, no Party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other Party or to have been authorized to incur any expense on behalf of any other Party or to act for or to bind any other Party. No Party shall be liable for any acts, omissions or negligence on the part of the other Parties or their employees, officials, agents, independent contractors, licensees and invitees. The Stadium Developer is an independent contractor of the County and the City.

15.20 Antidiscrimination Clause. In accordance with Applicable Laws, the Parties shall not discriminate against any person or group of persons on the basis of race, sex, religion, national or ethnic origin, age or disability.

15.21 Sovereign Rights. The County and City retain all of their respective sovereign prerogatives and rights as a county or city under State law with respect to the planning, design, construction, development and operation of the Baseball Stadium. It is expressly understood that notwithstanding any provisions of this Agreement and the Stadium Agreements and the County's and the City's status thereunder:

(a) The County and the City retain all of their sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county or city under State law and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Baseball Stadium, the Baseball Stadium Site, the Public Infrastructure, the Other Development or the Parking Facilities, or the operation thereof, or be liable for the same; and

(b) The County and the City shall not by virtue of this Agreement or the other Stadium Agreements be obligated to grant the other, or the Team, any Team Affiliate, or the Stadium Developer any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Baseball Stadium, the Baseball Stadium Site, the Public Infrastructure, the Other Development or the Parking Facilities.

Notwithstanding and prevailing over any contrary provision in this Agreement, any County or City covenant or obligation that may be contained in this Agreement shall not bind the Board, the County's Planning and Zoning Department, DERM, the Commission or any other County, City, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or City or other applicable governmental agencies in the exercise of its police power.

15.22 Force Majeure. If any Party shall be delayed in the performance of any obligation hereunder as a result of a Force Majeure, then the performance of such obligation shall be extended by the length of such delay. In response to and during any delay caused by a Force Majeure, the Parties shall at all times act diligently and in good faith to bring about the termination or removal of the Force Majeure as promptly as reasonably possible and any party seeking an excuse of performance due to such Force Majeure shall work diligently and in good faith to reduce or eliminate any damage, cost or delay caused by such Force Majeure. Without limiting the foregoing, if a Party fails to meet a deadline specified in this Agreement due to another Party's failure to meet a prior and related deadline (or due to an event covered by Section 3.6(f)), such subsequent deadline shall be extended by the number of days the delay was attributable to the prior deadline failure, and the Party failing to meet the prior deadline shall not be relieved of liability for such breach. The Parties agree that an event of Force Majeure shall not serve as an excuse to any Party's failure to deposit funds as required under Sections 6.2, 6.3, 6.4 and 6.7.

15.23 Major League Baseball Requirements. Notwithstanding any other provision of this Agreement, except for the last sentence in this Section, the obligations of the Stadium Developer under this Agreement shall in all respects be subordinate to the approval requirements and other Baseball Rules and Regulations as they are applied generally to all Major League Baseball clubs. The County and the City agree not to seek an injunction or similar relief against Major League Baseball to enjoin its implementation of the Baseball Rules and Regulations. In the event that any act or omission taken by the Stadium Developer to comply with Baseball Rules and Regulations materially affects the rights of the County or City under this Agreement or deprives the County or City of the essential benefits of this Agreement, the Parties will work in good faith to amend the terms of this Agreement to neutralize the effect. The Stadium Developer agrees in any event that if compliance by it with Baseball Rules and Regulations results in a failure of the Stadium Developer to fulfill its obligations under this Agreement, the County and the City may enforce remedies for the Stadium Developer's failure to fulfill its obligations as provided in this Agreement and the other Stadium Agreements, including specifically the right to seek an injunction or similar relief against the Team to enforce the provisions of the Non-Relocation Agreement.

15.24 Inspector General and Independent Private Sector Inspector General.

(a) Office of Inspector General. The attention of the Parties is hereby directed to Section 2-1076 of the County Code establishing the Miami-Dade County Office of the Inspector General, which has the authority and power to investigate County affairs and review past, present and proposed County programs, accounts, projects, contracts and transactions.

(b) Independent Private Sector Inspector General. Pursuant to Board Resolution No. R-516-96 and Administrative Order 3-20, the County may authorize, retain and coordinate the services of an independent private sector inspector general (“IPSIG”) for construction, capital development, procurement, retail, concession, lease and management agreements and/or contracts and other agreements exceeding \$1 million. The County has, at its expense, appointed the Inspector General as its IPSIG for the Baseball Stadium Project. The IPSIG may audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Stadium Developer, the City and the County in connection with project design and construction matters under this Agreement. The scope of services performed by the IPSIG may include, but are not limited to, monitoring and investigating compliance with contract specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the construction contracting and procurement process under this Agreement, including but not limited to, project design, establishment of bid specifications, bid submittals, activities of the City, the Stadium Developer and their officers, agents and employees, lobbyists, City and County staff and elected officials. Upon fifteen (15) days’ written notice to the City or the Stadium Developer from the IPSIG, the City or the Stadium Developer shall make all requested non-proprietary project-related records and documents available to the IPSIG for inspection and copying.

The IPSIG shall have the right to examine all documents and records in the City’s or Stadium Developer’s possession, custody or control which, in the IPSIG’s reasonable judgment, pertain to the project design and performance of construction matters under this Agreement, including but not limited to, original estimate files; Change Order estimate files; worksheets; proposals and agreements from and with subcontractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents; back-charge documents; documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this Section shall apply to the City, the Stadium Developer and their officers, agents and employees. The City and the Stadium Developer shall incorporate the provisions in this Section in all subcontracts executed by the City or Stadium Developer in connection with the performance of this Agreement.

Nothing in this Section shall impair any independent right the Stadium Developer may grant to the County to conduct audit or investigative activities. The provisions in this Section are neither intended nor shall they be construed to impose any liability on the County by the City, the Stadium Developer or third parties.

15.25 Valid Agreement. Each Government Party agrees for the benefit of the Stadium Developer that the Stadium Developer shall have the right to collect damages and otherwise enforce this Agreement against such Government Party with respect to any breach of this Agreement by such Government Party including damages from any third party claims arising from a breach of this Agreement by a Government Party.

15.26 County Approvals. The County Representative's approval of the Design Development Documents and the Construction Documents and any other documents pursuant to this Agreement shall not relieve the Stadium Developer of its obligations under law to file such plans with any department of the City or any other governmental authority having jurisdiction over the issuance of building or other permits and to take such steps as are necessary to obtain issuance of such permits. The Stadium Developer acknowledges that any approval given by the County Representative pursuant to this Agreement shall not constitute an opinion or agreement by the County that the plans are structurally sufficient or such plans and any other documents are in compliance with any laws, ordinances, codes or other applicable regulations, and no such approval shall impose any liability upon the County.

15.27 Books and Records; Audit. The Stadium Developer shall keep and maintain all books, records and documents of all kinds in any way related to the Stadium Developer's rights and obligations under this Agreement separate and identifiable from its other books, records, and documents. The County shall have the right to audit the books of the Stadium Developer relating to the planning, design, development and construction of the Baseball Stadium. The attention of the Parties is hereby directed to Section 2-481 of the County Code. The Outreach Administrator shall have the right to audit the books, records and documents of the Stadium Developer relating to the hiring and work of CSBEs, SBEs, workers pursuant to the CWP, and to the Construction Outreach Program. The Stadium Developer shall provide in the Construction Management Agreement that the Construction Manager and its subcontractors shall also keep and maintain all books, records, and documents of all kinds related to their obligations under the Construction Management Agreement and any related subcontracts and that the Outreach Administrator shall have the right to audit the Construction Manager's and subcontractor's books.

15.28 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had executed the same document. All counterparts shall be construed together and shall constitute one instrument.

CITY OF MIAMI, FLORIDA

By: _____

Pedro G. Hernandez
City Manager
City of Miami

MIAMI-DADE COUNTY, FLORIDA

By: _____

George M. Burgess
County Manager
Miami-Dade County

ATTEST:

By: _____

Pamela Burns
City Clerk 4-10-09

Approved as to Insurance Requirements:

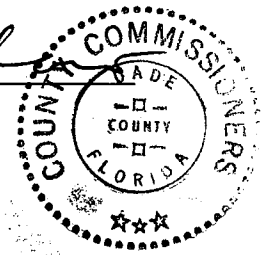
By: _____

LeeAnn Brehm, Director
Risk Management

ATTEST:

By: _____

Clerk of the Board



**APPROVED AS TO FORM
AND CORRECTNESS:**

City Attorney
JULIE O. BRU JAY

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

JRA for GBK
County Attorney

MARLINS STADIUM DEVELOPER, LLC

By: _____

Name: *DAVID P. JAMSEN*
Title: *President*

Exhibit List

Exhibit A – Baseball Stadium Site

Exhibit B – Entire Site

Exhibit C – Permitted Exceptions

Exhibit D – Project Program Statement

Exhibit E – Form of Warranty Deed

Exhibits F- Not Used

Exhibit G – Public Infrastructure Budget and Description of the Public Infrastructure

Exhibit H – Master Project Budget

Exhibit I – Draw Down Schedule for the Stadium Project

Exhibit I-1 – Schedule of Eligible Reimbursable Expenses

Exhibit J – Procurement Program

Exhibit K – Sources of Funds for the Stadium Project

Exhibit L – Funding Request

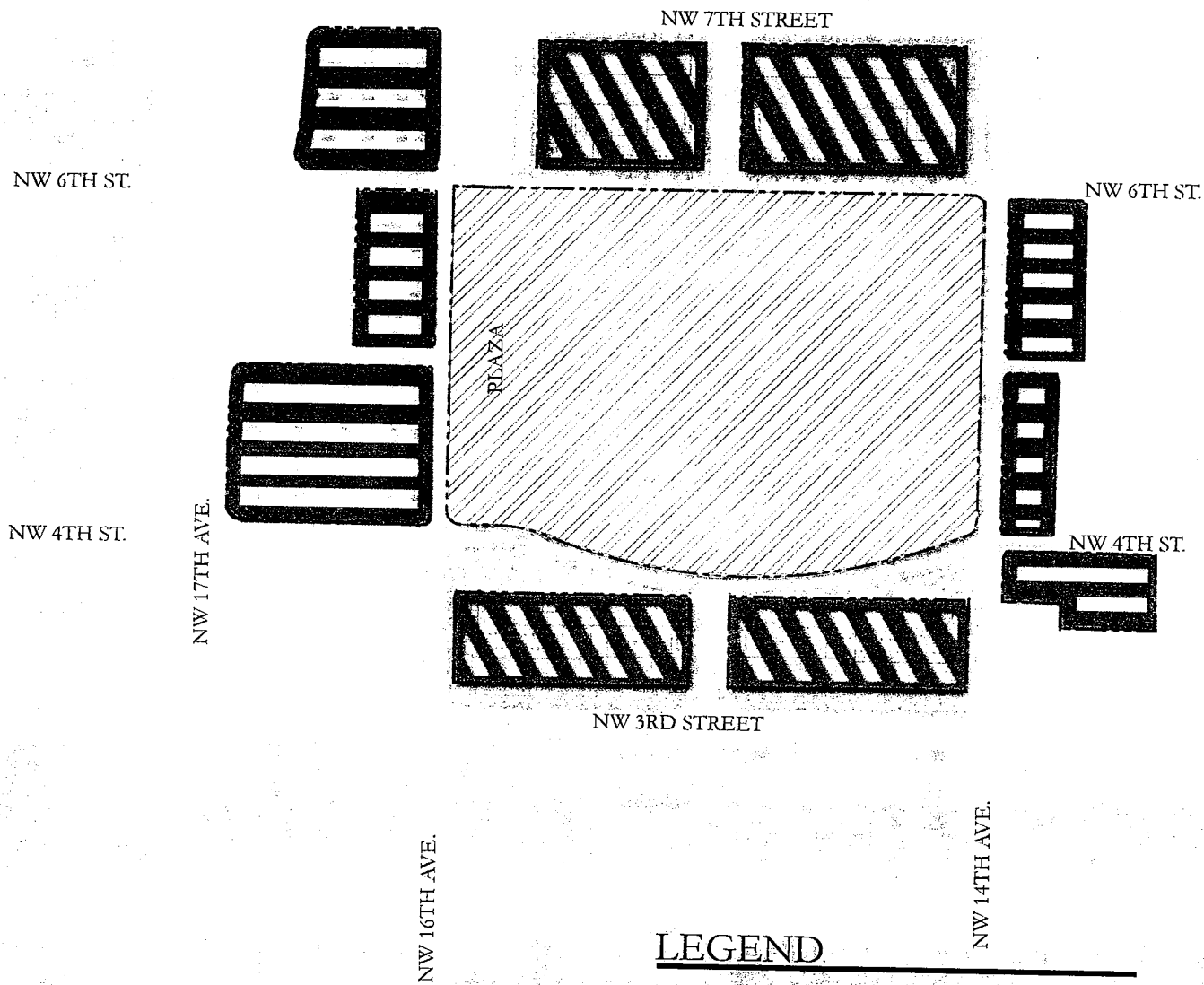
Exhibit M –Affidavit

Exhibit N – Preliminary Milestones Schedule



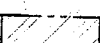
Exhibit O – Key Provisions of the Construction Management Contract

Exhibit P – Map of City of Miami's Neighborhood Development Zones

CAA - Baseball Stadium Site
Exhibit A



LEGEND

-  SURFACE PARKING
-  STRUCTURED PARKING
-  BASEBALL STADIUM SITE

M I A M I B A L L P A R K

21 JANUARY 2009

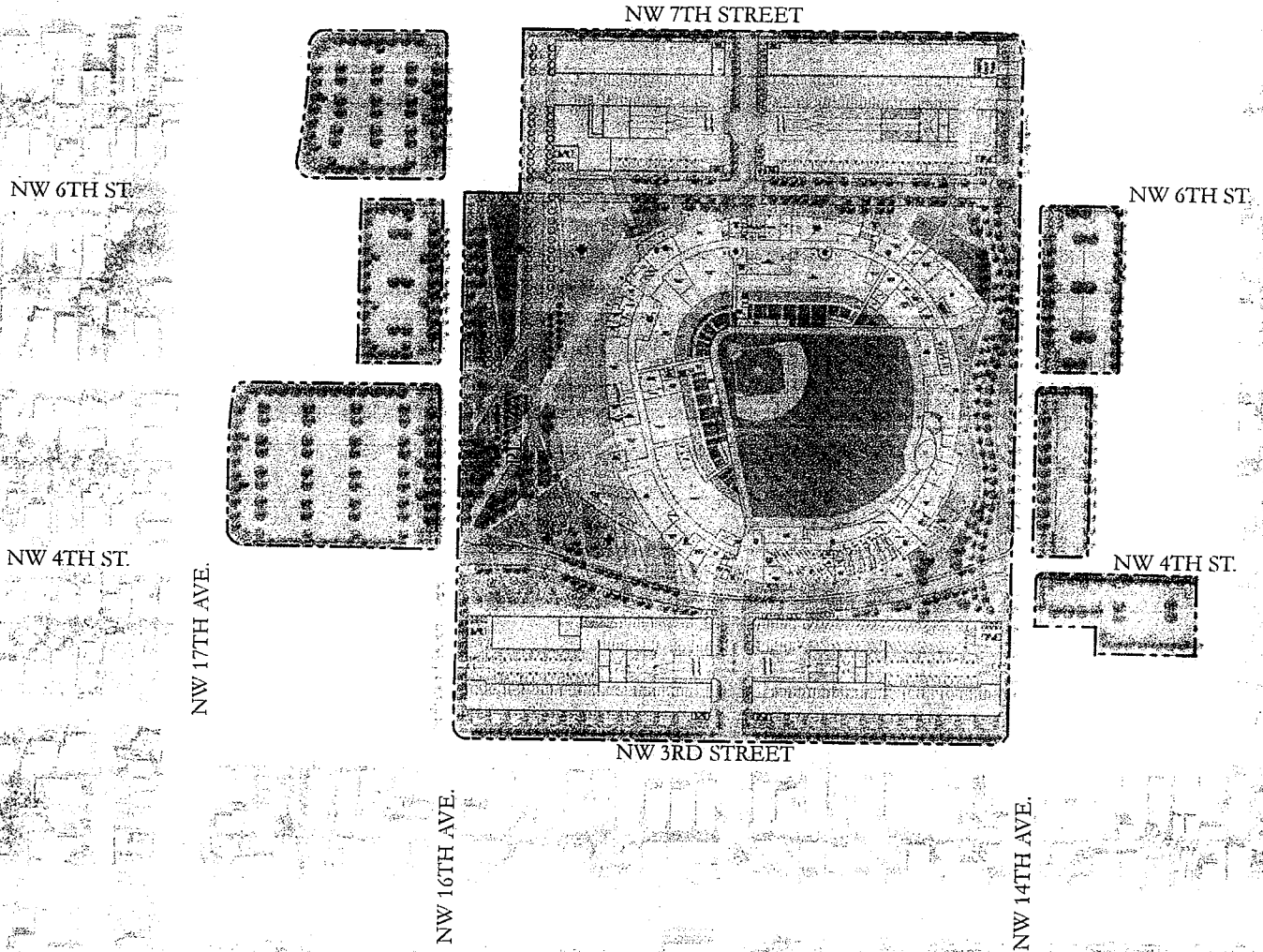
BASEBALL STADIUM SITE, PARKING FACILITIES

HOK SVE

FLORIDA MARLINS
CITY OF MIAMI
MIAMI - DADE COUNTY



CAA - Entire Site
Exhibit B



LEGEND

 ENTIRE SITE

M I A M I B A L L P A R K

21 JANUARY 2009

ENTIRE SITE

126

HOKSVE



FLORIDA MARLINS
CITY OF MIAMI
MIAMI - DADE COUNTY



EXHIBIT C

PERMITTED EXCEPTIONS SCHEDULE

1. The lien of pro-rated taxes for the year 2009 and thereafter.
2. All matters as set forth on that certain survey dated February 15, 2008 by Fortin Leavy, Skiles, Inc. under Project Number 080111, Dwg number 2008-020.
3. All matters contained on the Plat of New Orange Bowl Subdivision, as recorded in Plat Book 153, Page 72 of the Public Records of Miami-Dade County, Florida. (As to Parcel 1)
4. Reservations in favor of the State of Florida, as set forth in the deed from Trustee to the Internal Improvement Fund of the State of Florida, recorded in Deed Book 2465, Page 164 of the Public Records of Miami-Dade County, Florida. (As to Parcel 1 and 11)
5. Unity of Title recorded in O.R. Book 17793, Page 1500 of the Public Records of Miami-Dade County, Florida. (As to Parcel 1, 2 and 10)
6. All matters contained on the Plat of Lawrence Estate Land Co's Subdivision, as recorded in Plat Book 2, Page 46 of the Public Records of Miami-Dade County, Florida. (As to Parcel 2, 3, 4, 5, 7, 8, 9 and 10)
7. All matters contained on the Plat of Revision of Montray, as recorded in Plat Book 8, Page 1 of the Public Records of Miami-Dade County, Florida. (As to Parcel 6) – **To Be Deleted Upon Recordation of Replat**

BALLPARK SYSTEMS GENERAL DESCRIPTION

FOODSERVICES and CONCESSIONS

Foodservices and concessions systems are designed to facilitate access for all spectators in the ballpark. Service functions (main kitchen, commissary, staff lockers, offices, check-in, vault) for the foodservices are expected to be located on the service and mezzanine levels with cooking kitchens and pantries dispersed as necessary throughout the stadium to support foodservice delivery.

Concession Stands will be located at all public concourses, distributed to be convenient to all spectators. Currently 50% of the concession stands are planned to be 'cooking' stands with grease exhaust provisions. In addition to the concession stands, a Taste of Miami Food Court is planned for the Main Concourse near left field which may also contain a sports bar. POS locations will be provided at an average ratio of 1/200 fans throughout the ballpark.

Foodservice operations at the Club Level will include concession stands with specialty food offerings in stands with upgraded finishes. A cooking kitchen will be located at the Club Level to support suites, party rooms and any catering functions held at Club or Suite Level. Founders Suites and Luxury Suites will typically include a buffet counter, serving pre-ordered food and beverages provided from the Club Level Kitchen. Pantries located on the Suite and Club levels will support the foodservice operations to the suites.

Service Level Specialty Foodservice operations will include two Dugout Lounges and the Batters Box Club. The Batters Box Club will include a kitchen, a dining area with buffet/chef's table, serving stations, room for snack items, a small bar and a grill line for Batters Box seatholders. The Dugout Lounges will include a bar area with high-top tables and chairs, a pre-game buffet table and a limited food service menu during the game for Dugout Club and Field Box seatholders.

SOUND SYSTEM:

Seating Bowl

The ballpark is planned to include a distributed seating bowl loudspeaker system. A distributed sound system configuration locates numerous loudspeaker cabinets around the seating bowl by attaching them to available building structural elements such as seating deck fascias and the canopy. This style of sound system is similar in configuration to the sound systems installed at all recently constructed baseball facilities (e.g. San Diego, St. Louis, DC, Pittsburgh and Philadelphia, as well as the under-construction ballparks in New York.)

Main Concourse

A sound system will be provided in the following distinct "zones" of the concourse:

- Sound systems located in the vicinity of concession and novelty areas (areas where people are waiting in line)
- Within public and family toilet rooms

CAA – Exhibit D Project Program Statement

Each of these zones will typically play the general ballpark PA, but the audio system operator will be able to substitute any other ballpark program as required from controls in the audio control room. In areas where the concourse is not open to the seating, it is common for the radio play-by-play to be heard once the game begins.

Suites

Dedicated speakers linked to the seating bowl's sound system will serve exterior suite seating. These speakers will always play the same program as the rest of the seating bowl speakers.

The interior of the suites are to be provided sound via the interior TV set internal speakers. All sound is received over the suite television speakers. There are a number of "channels" that are dedicated for in-house video and audio. Examples of the channels would be:

- Event broadcast video with event broadcast audio.
- Event broadcast video with radio-play-by-play
- Event broadcast video with press-box announcer

MECHANICAL (HVAC)

The main seating bowl shall be conditioned as follows:

The ballpark HVAC system is designed to maintain a temperature 78°F (+/- 3°F) from field level through seating at Club Level. Cooling of the bowl seating area shall be by HVAC loop ducts along each level supplying air to the seating areas. Exhaust fans along the roof shall relieve the upper bowl of heat. Make up air shall be provided by the bowl air handlers. The total peak cooling load is estimated to be approximately 6300 tons for the ballpark based on the preliminary program which includes a three hour "pull down" period.

Air Delivery Systems:

Seating Bowl Air Delivery System:

The air delivery system plan for the seating bowl is to use multiple, single zone supply/return units with chilled water cooling coils for cooling and dehumidification. Temperature control will be provided by utilizing multiple banks of chilled water cooling coils each with separate temperature control valves which are modulated in sequence to maintain cooling coil discharge temperature. Outside air is cooled and dehumidified through part of the coil bank before mixing with return air from the seating bowl.

Main and Upper Concourse Delivery system:

The main and upper concourses will be conditioned using chilled water fan coil units, located at approximately every bay, that can be operated with the roof in the open or closed position. These fan coil units will generally be located above the concession stands and utilize short sections of supply and return air ductwork connected to supply registers and return grilles. Discharge air temperature will be maintained above dew point temperature to prevent condensation formation.

Suite Level Air Delivery Systems:

The Suite Level is completely enclosed and served by blower coils. These units will provide air conditioning throughout the enclosed space. All toilet rooms on the Suite levels will be fully air-conditioned and exhausted. Each suite shall be served by a chilled water fan coil unit with its own thermostat for comfort control.

CAA – Exhibit D
Project Program Statement

Club Level Air Delivery Systems:

The Club Level is open and is "spot cooled" by fan coil units above each concession roof and toilet room roof. All toilet rooms on the Club level will be fully air-conditioned and exhausted. Each suite shall be served by a chilled water fan coil unit with its own thermostat for comfort control.

SECURITY SYSTEM

The security system shall incorporate hardware and software specifically designed to support multi-systems, multi-users, multi-tasking point monitoring and system administration and operation. The systems shall be interfaced to the facility LAN using Ethernet based technology.

System components shall be provided as necessary and include the following major components:

- Security Server
- PC Workstations with flat panel monitors at primary Security Command Center, Game Day Command Center, Event Staff Check-in, Office Entrance, Ticket Office windows, Team Store and other storefront retail areas and Administrative/Operations/Security /Concessions Offices.
- Photo Badge/Key Card Printer (Color Laser) and Camera
- Security Controllers as necessary
- Proximity/Smart Card Readers and Combination Proximity/Smart Card Readers with Biometric Readers
- Card Key/Photo Badges
- Intrusion Detection Devices (Motion and Glass Break)
- Door Status Monitor Zones
- Duress Buttons (Panic Alarms)
- Network Video Recorders (NVR) and Video Archive/Storage
- Video Low Light Color Surveillance Fixed and Pan-Tilt-Zoom (PTZ) Cameras with Dome Enclosures
- Flat Panel LCD Color Video Monitors mounted in Security Console for continuous live camera sequencing and matrix viewing.
- Flat Panel (Plasma or LCD) Color Video Monitors mounted in Security Console for event call-up and playback.

SCOREBOARD and VIDEO DISPLAYS

The Ballpark Scoreboard and Video Displays will utilize current technology to provide an enhanced fan experience. The information, scoring and entertainment elements that are expected to be part of the display complement are as follows:

- Main Display - HD16 Video (HD Ready)
- Ribbon Board - 23 mm Ribbon Board
- Pitcher Board - 23mm Display
- Outfield Board - 23mm Display
- Open Caption - 23mm Display
- Control System: Venus, Vink & Rack System
- HD Video Replay System
- Video Coaching System

CAA – Exhibit D
Project Program Statement

ELECTRICAL

Main Utility Service

The ballpark utility service will consist of three underground non-dedicated circuit feeders from Florida Power & Light (FPL) to serve the ballpark's power needs. The feeders, provided by FPL, will be routed from the Latin Quarter substation. The Secondary Service being considered is as follows:

FPL will provide all conduits, manholes and 13.2 KV feeders from the substation to the ballpark property line. The ballpark contractor shall install manholes and 5" conduits encased in concrete from property line to main service switchgear and to all transformer vaults. FPL will furnish all 5" conduits, feeders, manholes, service transformers and main service switchgear. The FPL 480/277V service transformers will be located in four 3-hour rated transformer vaults. An additional 4160V service will be provided for the chiller plant. Secondary feeders will be provided via bus duct provided by the contractor.

Secondary Distribution (600 volt and less)

Secondary distribution will include 4000 amp service switchboards and shall be 480Y/277V indoor switchboards which will feed the electrical risers. The risers will distribute power to lighting, receptacles, mechanical equipment and concessionaire loads located on each of the levels. Secondary distribution will include all distribution switchboards, step-down transformers and panel boards as required to serve the loads in the ballpark.

EMERGENCY POWER SYSTEM

Emergency Power System

The Emergency Power system for the ballpark consists of two generator sets, totaling 3000 kW capacity, each complete with control panel, batteries, jacket heaters, sound attenuation, weather proof enclosure and skid mounted fuel tank sized for 8-hours of run time at full capacity. The generator sets will feed all emergency and standby loads required by code, and life safety systems.

LIGHTING SYSTEM

Lighting

All interior areas of the ballpark will be provided with a lighting system that maintains illumination levels recommended by IES/ASHRAE. All light fixtures will be commercial quality grade fixtures. The lighting system will be complete with panel boards, feeders, branch circuits, and controls. Circuiting will generally be 277 volts for HID and fluorescent lighting and 120 volt for incandescent and quartz lighting. Fluorescent fixtures will generally incorporate electronic energy efficient ballasts, color temperature of 3000K and T8 lamps. Lenses/louvers will be provided where necessary.

Exit signs will be provided along all paths of egress exits. Exit signs shall be no further than 100 feet apart in any egress corridor or path. An exit sign shall be provided at every egress door and stairway. 50% of all metal halide fixtures shall have a quartz re-strike with time delay for emergency egress lighting.

Lighting Controls:

All lighting shall be controlled by a network lighting control system with a built-in time clock and local overrides. The lighting control system shall be a stand alone low voltage system, which is specifically designed for controlling lighting in a baseball stadium and interfacing with building automation system to control designated zones.

CAA – Exhibit D
Project Program Statement

COMMUNICATIONS INFRASTRUCTURE

The communications infrastructure system shall support voice and data applications/systems operated over a multi-media cabling plant including fiber optics and twisted pair copper. This communications infrastructure shall be supported by dedicated communication rooms and raceways. Communications infrastructure including cabling and raceways shall provide longevity to ensure future proofing. Cabling plant shall be a current product available in the market, which meets latest standards with enhanced bandwidth capabilities and overhead. Raceways shall be provisioned to allow for a minimum of 20% spare physical capacity upon completion of facility. This will require a 30% initial design capacity to accommodate changes to program.

DATA NETWORK SYSTEM

The ballpark will include a complete and fully functional Enterprise Network Switching and Routing System. The Enterprise Network Switching and Routing System shall be a converged data network that provides a single data network backbone connectivity for all building systems, applications, tenants, and users. The data network system is planned to include the following:

- Administrative Data (Computers, Printers, and Scanners)
- Advertising Panels
- Building Management Systems
- Building Systems Controllers (HVAC and Lighting)
- Point of Sale
- Security Management System
- Ticketing System
- Wireless Ticket Scanners
- Wireless POS
- Wireless LAN
- Wireless Public Internet
- Other data communications to be determined

CAA - Exhibit D

Project Program Statement

A. Spectator Facilities

Projected Ballpark Capacity of approximately 37,000 spectators

1.00 Seating

209,310SF

- a. **Batter's Box Seats**
 - Premium seating at Field Level, in close proximity to home plate.
 - Fully upholstered, operable armchair seats, cupholders.
 - Seatholders have access to Batter's Box Lounge.
 - In-seat service.
 - Accessible from service level.
- b. **1st and 3rd Dugout Club Seats**
 - Premium seating at Field Level, next to 1st and 3rd base dugouts.
 - Fully upholstered seat, operable armchair seats, cupholders.
 - Seatholders have access to seats through a Dugout Lounge at Service Level.
 - Accessible from service level.
- c. **Owner's Box**
 - 12 Designated seats located within the Batter's Box section (see features above).
- d. **Home Plate Reserved**
 - Located in lower bowl, behind the Batter's Box seats and home plate.
 - Plastic seat and back, operable armchair seats, cupholders.
- e. **Field Box Seats**
 - Located in lower bowl, behind dugouts.
 - Operable armchair seat with upholstered seat pad and plastic back, with cupholder.
- f. **1st and 3rd Reserved Seats**
 - Located in lower bowl, on 1st and 3rd base sides.
 - Operable armchair seats with plastic seat and back, with cupholders.
- g. **Outfield Reserved**
 - Located in outfield of lower bowl.
 - Plastic seat and back, operable armchair seats with cupholders.
 - Redirected seating provided as needed.
- h. **Fiesta Deck Seats/Bleachers**
 - Located in outfield @ intermediate deck.
 - Bench type seating (economical seating).
- i. **Party Room @ Field Level**
 - Party Room to be located behind field wall at outfield, with catered party area behind the seats.
 - (2) Tiers of seating.
- j. **Suites Seating**
 - See Suites (See 9.00 below) for breakdown of suite types.
- k. **Club Level Seats**
 - Premium seating with prime view of the field.
 - Operable armchair seats with lightly padded seat and cupholders.
 - Seatholders have access to Club Lounge.

- l. **View Level Box Seats**
 - Located at upper deck, below the cross aisle.
 - Plastic seat and back, operable armchair seats with cupholders.
 - Re-directed seating provided, as needed.
- m. **Standing Room Positions**
 - Distributed between the Main and Upper Concourses, these are designated standing room only (SRO) field-viewing positions.
 - The Main Concourse level SRO's will be in the form of terraced platforms in Left Field, overlooking the bullpen.
- 2.00 Public Toilet Rooms @ General Concourses:** **28,765SF**
 - a. **Women's**
 - Number of plumbing fixtures is based on 2004 Florida code (at minimum). Code requires 3:2 ratios of women's fixtures to men's.
 - Each is to be equipped with individual mirrors w/shelf, full length mirror and diaper changing station.
 - b. **Men's**
 - Number of plumbing fixtures is based on 2004 Florida code (at minimum).
 - Each is to be equipped with individual mirrors w/shelf, full length mirror and diaper changing station.
 - c. **Street Level Public Toilets:**
 - Provide men's and women's toilet rooms @ street level, for commercial retail customers' use. Include (4) toilet fixtures and diaper changing station in both men's and women's.
- 3.00 Batter's Box Toilet Rooms (included with Batter's Box Lounge SF)**
 - a. **Women's**
 - Provide premium finishes.
 - Include diaper changing station.
 - b. **Men's**
 - Provide premium finishes.
 - Include diaper changing station.
- 4.00 Dugout Club Toilet Rooms** **2,420SF**
 - Provide men's and women's toilet rooms @ the Dugout Club lounges at both 1st and 3rd base side, for these seatholders and Field Box seatholders only (2 sets of m/w toilet rooms at each side, one of those adjacent to seating). Include diaper changing station in both men's and women's. Provide premium finishes.
- 5.00 Club Level Toilet Rooms** **4,675SF**
 - a. **Women's**
 - Number of plumbing fixtures is based on 2004 Florida code (at minimum). Code requires 3:2 ratios of women's fixtures to men's.
 - Provide premium finishes.
 - Include diaper changing station.
 - b. **Men's**
 - Number of plumbing fixtures is based on 2004 Florida code (at minimum).
 - Provide premium finishes.
 - Include diaper changing station.
- 6.00 Suite Level Toilet Rooms** **1,100SF**
 - a. **Women's**
 - Assume 4 toilet rooms, distributed equally around the suite corridor, w/4 water closets per room. Number of fixtures exceeds code.
 - Provide premium finishes.
 - Include diaper changing station.
 - b. **Men's**
 - Assume 4 toilet rooms, distributed equally around the suite corridor, w/2 water closets, and 2 urinals per room. Number of fixtures exceeds code.
 - Provide premium finishes.
 - Include diaper changing station.

7.00 Family Toilet Rooms**560SF**

- A unisex toilet room w/one water closet, one lavatory, oversized changing table and a side chair.
- Distributed throughout the public concourses and at premium levels (6 minimum).

8.00 Suites**42,345SF**

- a. **Luxury Suites**
 - Approximately 14' x 34' each (with some variation due to bowl geometry), with premium finishes.
 - Include seating for 16 (total), in 2 tiered rows fixed armchairs, w/padded seats, w/ 6 seats per row, plus 4 upholstered bar stools at a high table/ drink rail behind the back tier; consider caster-base chairs on back tier in lieu of fixed chairs.
 - Lounge area of suite to include back bar w/lockable lower cabinets, bar sink, ice maker, undercounter refrigerator, large concealed trash container.
 - Provide small coat closet in each suite.
 - Provide TV monitors, one at outside seating and one within the suite.
- b. **Founders Suites**
 - Approximately 18' x 40' each (with some variation due to bowl geometry), with higher premium finishes.
 - Include seating for 20 (total), in 2 tiered rows fixed armchairs, w/padded seats, w/ 8 seats per row, plus 4 upholstered bar stools at a high table/ drink rail behind the back tier; consider caster-base chairs on back tier in lieu of fixed chairs.
 - Lounge area of suite to include back bar w/lockable lower cabinets, bar sink, ice maker, undercounter refrigerator, large concealed trash container.
 - Provide small coat closet in each suite.
 - Provide TV monitors at outside seating and within suite.
- c. **Super Suite**
 - Include seating for approximately 75 (total), fixed armchairs, w/padded seats, plus upholstered bar stools at a high table/ drink rail behind the back tier; consider caster-base chairs on back tier in lieu of fixed chairs.
 - Lounge area of suite to include back bar w/lockable lower cabinets, bar sink, ice maker, full-size refrigerator, large concealed trash container.
 - Provide coat closet in each suite.
 - Provide TV monitors at outside seating and within suite.
- d. **Party Suites**
 - Sold on a game-per-game basis.
 - Approximately 15' x 36' each (with some variation due to bowl geometry).
 - Include seating for approximately 24 (total), in 3 tiered rows of fixed armchairs, w/seats, and cupholders, w/ 6 seats per row, plus 6 upholstered bar stools at a high table/ drink rail behind the back tier.
 - Lounge area of suite to include back bar w/lockable lower cabinets, bar sink, ice bin, and large concealed trash container.
 - Provide coat closet in each suite.
 - Provide TV monitors, one at outside seating and one within the suite.
 - Certain party suites shall be adjoining, with double door @ adjoining wall, to allow expandability as needed.
- e. **Owners Suite**
 - For Team Owner's use, to be located directly behind home plate at suite level.
 - Include seating for approximately 30 (total).
 - Lounge area of suite to include small kitchen, bar, counter for catering set-up, Kitchen will include a back bar w/lockable cabinets, bar sink and full size refrigerator and ice maker.
 - Provide private toilet room and coat closet in the suite.
- f. **Home GM Box**
 - This box will be used for Baseball Operations staff.
 - Provide suite-like buildout, with 2 tiers of seating (for 4-8 persons), and a lounge in the rear of the suite, with counter for catering set-up and a center island for guests. Include private toilet, ice maker, lockable cabinets, bar sink and trash container.
- g. **Party Room at Field Level**
 - Located in the Outfield, offering view of the field through the field wall.
 - Used for group sales, it will include seating for 150 and an open area behind the seats for catering set-up, with necessary counter space.

- Drinkrails shall be designed with glass or acrylic backsplash insert, set 12" (minimum) from front edge of rail.
- Provide toilet rooms for men and women at the rear of the party room, as these seats may not access other concourses. Women's will include 2 water closets, 1 lavatory and Men's will include 1 water closet, 1 urinal, and 1 lavatory. Both should include diaper changing table.

9.00 Club Lounges

39,635SF

a. Batter's Box Club

Provides access to Batter's Box seats and includes the following:

- Reception area, w/concierge desk.
- Dining area with buffet/ chef's table.
- Bar, adjacent to the Batter's Box seating area and separate from dining area.
- Kitchen, to service the dining/buffet service and the in-seat service (see B.3. below).
- Wait station, in proximity to the Batter's Box seats.
- Women's toilet room (see 4.00 above).
- Men's toilet room (see 4.00 above).
- Janitor's closet.

b. Dugout Club Lounges

Located at 1st and 3rd base sides @ Service Level, to provide small private lounge with light food & beverage service and restrooms, accessible to Dugout Club seatholders and Field Box seatholders, for use before, during and after the game.

- With up-scale buffet, limited menu during game.
- Include bar and a few high-top tables w/chairs.
- Each to include TV monitors.
- Women's toilet room (see 5.00 above).
- Men's toilet room (see 5.00 above).

c. Club Lounge @ Club Level

Provides circulation and access to Club seats and includes the following:

- Feature bar(s), lounge furnishings and TV monitors.
- Specialty concession stands (see B 1.b).
- Men's and women's restrooms (see A.6).

d. Owner's Dugout Lounge

- This is a lounge for team Owner, located near team dugout.
- To include a sitting area, dining area, small kitchen and private toilet room.

10.00 Guest Relations

660SF

a. Guest Relations Room @ Main Concourse

- Centrally located in the concourse, in proximity to first aid room.
- Includes office/reception area for 2 staff, w/transaction counter and coiling shutter.
- Includes temporary holding space with counter space and shelves (for lost and found items/ other storage).
- Includes small meeting room used for settling ticket disputes and other incidents where privacy is needed.
- Provide 2 advance ticket windows off the concourse, with ticket seller's access from within the guest relations room.

b. Guest Relations Room @ Upper Concourse

- Centrally located in the concourse, in proximity to first aid room.
- Includes office/reception area for 2 staff, w/transaction counter and coiling shutter.
- Provide one advance ticket window off the concourse, with ticket seller's access from within the guest relations room.
- Include storage closet within the room.

11.00 First Aid

1,200SF

a. Primary First Aid Station

- Located at Main Concourse, close to guest relations room and with close access to ambulance pick-up point.
- Main room will consist of small waiting area and treatment room w/3 beds with privacy curtains, lockable cabinet, counter with double sink (w/hot and cold water), and full-size refrigerator.
- Provide private office for doctor/EMT staff.
- Provide unisex toilet room.

- Provide small storage room.
- b. **Satellite First Aid Station**
 - Located at Upper Concourse, close to guest relations room and with close access to ambulance pick-up point.
 - Main room will consist of small waiting area and treatment room w/2 beds and lockable medical cabinet.
 - Provide small office for doctor/EMT staff.
 - Provide unisex toilet room.

12.00 Ticket Facilities

4,200SF

- a. **Ticket Windows**
 - Windows to be provided between the main box office (advanced sales and day-of-game) and those located at other entry gates (day of game only). Approximately half of the windows should be located at main box office, with others distributed at other gates.
 - Each ticket window to include counter and cabinets underneath, space for ticket terminal and splitter, keyboard, storage for ticket stock, cash drawer and high padded chair.
 - Provide bullet-resistant glass with shades or blinds at each window, and canopy over exterior-facing windows.
 - Ticket signage at box office should be easily identifiable from street.
 - Provide turnstiles, @ a minimum ratio of 1: 1000 spectators, to be fitted with scannable devices.
- b. **Ticket Office**

Office for ticket operations staff will be located adjacent to main ticket windows, including the following spaces:

 - Director of Ticketing Office.
 - Assistant Director's Workstation.
 - Administrative Assistant/Receptionist.
 - Workstations for Advanced Sales Supervisor, Day of Game Sales Supervisor, Ticket Office Coordinators (2) and Senior Account Clerk.
 - Ticket Processing Work Area.
 - 2-Compartment Vault.
 - Storage.
 - Men's/ Women's Locker Rooms.
 - Men's/ Women's Toilet Rooms.
 - Kitchenette.
 - Circulation.

13.00 Entertainment Features

6,100SF

- a. **Kids' Zone**
 - @ Main Concourse level in outfield level next to Fiesta Seats.
 - To include retail component, concession stand and interactive features.
- b. **Marlin Feature**
 - @ Main Concourse level.
 - To consist of a large scale, animatronic "jumping marlin" in a tank, used as a home-run feature.
- c. **Support Space for Marlin Feature**
 - Filtration and/or other equipment for the Marlin feature.
- d. **Outfield Swimming Pool and Beach**
 - Create similar swimming pool feature Marlins currently have at Dolphin Stadium, but updated and possibly somewhat larger.
 - Create sand beach area around the swimming pool.
 - This will be used as a group sales area, in association with the outfield party room.

B. Food Service & Retail

1.00 Concession Stands

29,480SF

- a. **General Concourses (Main and Upper)**
 - Concession stands will be located at all public concourses, distributed to be convenient to all seatholders.
 - Assume that 50% of all stands will include grease exhaust equipment.

- One of the stands, near Kids' Zone, may be designated as a "kids stand", with family-oriented menu and special design features and graphics.
- b. **Club Lounge Concessions**
 - Specialty food offerings in stands with upgraded finishes.
 - Assume that 50% of all stands will include grease exhaust equipment.
- c. **Taste of Miami Food Court & Sports Bar**
 - The Marlins wish to include a food court at the Main Concourse, which includes a variety of concessions as well as a potential Sports Bar.
- d. **Portables**
 - Portable concessions will be located on both the lower and upper concourses, to supplement permanent concessions stands. Provide electrical outlets at designated locations in those concourses.
- 2.00 Vendor Commissaries** **3,800SF**
 - a. **@ General Concourses (Main and Upper)**
 - Provide (2) vendor commissaries at each public concourse, located to allow equal distribution to the seating bowl.
 - The commissaries serve as cash-in and restocking stations for hawkers/ vendors. Provide shelving units and walk-in refrigeration.
 - b. **@ Club Level**
 - Provide (1) vendor commissary.
- 3.00 Kitchens** **9,600SF**
 - a. **Main Kitchen**
 - Main kitchen, located at Field Level, for preparing food served in suites and clubs.
 - b. **Batter's Box Kitchen**
 - Located with Batter's Box lounge, to support food service there as well as in-seat service to Batter's Box seats.
 - Location/configuration should allow for in-seat runners to have direct path to BB seats without crossing BBL dining room.
 - A cooking kitchen, requiring grease exhaust.
- 4.00 Catering Pantries** **1,300SF**
 - Pantries should be distributed as follows: 1 @ Field Level next to Party Room, 1 @ Suite Level and 1 @ Club Level.
 - Pantries will be non-cooking (warming equipment only).
- 5.00 Main Commissary** **20,000SF**
 - Located at Service Level, close to loading docks.
 - Provides warehousing and storage space for food service in the ballpark, including refrigerated/ frozen storage walk-in units, and dry storage pallet areas and shelving units.
- 6.00 Food Service Staff Facilities** **3,200SF**
 - a. **Entry/ Check-in Area**
 - Provide single entry point for seasonal staff, located near other concessionaire facilities
 - This area will include check-in terminals, wall space for employee postings.
 - b. **Laundry/ Uniform Distribution**
 - Locate near other concession facilities, closest to check-in area.
 - Provide transaction counter and storage shelves/ hanging rods, sewing/embroidery station, sorting table, pressing area and space for 1 residential washer, 1 commercial washer and 1 commercial dryer.
 - c. **Food Service Staff Locker Room – Men**
 - Locate near other concession facilities, close to check-in area.
 - Include toilet room within the locker room, with 2 water closets, 3 urinals and 3 lavatories
 - d. **Food Service Staff Locker Room – Women**
 - Locate near other concession facilities, close to check-in area.
 - Include toilet room within the locker room, with 5 water closets, 3 lavatories.
 - e. **Food Service Cashier Room**
 - Locate next to concessions administrative offices and vault or near commissary.

7.00 Retail Facilities**11,200SF**

- a. **Main Retail Store**
 - This is the main retail store for the ballpark and will have regular, non-game day hours of operation to serve tour groups and regular customers.
 - It should have good exposure, with maximum glass frontage, and easy access
 - Includes stock space, unisex toilet and manager's office.
 - Include a ticket window inside team store to allow ticket sales from that one location.
- b. **Satellite Retail Store**
 - This is a walk-in store that sells team merchandise. It is a satellite operation to the main team store.
 - It should be accessible from within the ballpark only (no outside entrance).
- c. **Street-front Retail Shops**
 - Provide up to 4 specialty shops at street-level entry area.
 - They should be contiguous, with connecting doors.
- d. **Novelty Stands**
 - Provide walk-up novelty stands to supplement other retail stores in the building
 - Each stand should have maximized frontage and the ability to close up and secure the stand at close of business.
- e. **Portable Novelty Stands**
 - Provide portable novelty stands to be distributed at concourses. Assume that electrical outlet is required at each.

C. Media Facilities**1.00 Press Box Facilities (@ Press Level)****7,900SF**

- Includes Writing Press and Broadcast Press to be located on one or two levels.
- a. **Writing Press Area**
 - Approximately 110 stations for writers, in a 3-tiered arrangement.
 - Counters @ chair height, with network/internet access, chairs and TV monitors viewable from all stations.
 - Counters, w/cubby storage and lockable lower cabinets, should be located in rear of press box, for distributing game notes, stats, press releases, etc.
 - 75% of the stations are for writing press, 25% for electronic media.
- b. **Media Relations Staff Room**
 - To be used by Media Relations Staff during game, located adjacent to writing press area.
 - Includes work counters, shelving, cabinets, a workstation for PR staff and a library for media guides.
- c. **Media Work Room**
 - This room is used by writers, as a place to write and file their stories after the game.
 - Located next to media dining area, at press box level.
 - Includes counters/work stations and chairs along the wall with outlets. Also include a bank of cubby lockers along one wall.
- d. **Press Dining/ Lounge**
 - Capacity of 40 to 50, at primarily 4-seater tables, with chairs and a buffet/steam table.
 - Include counter space w/electrical outlets, and beverage cooler.
 - No kitchen, food will be brought in.
- e. **Press Toilet Room – Men**
 - Toilet room provided for writers, near writing press area.
 - Includes 3 water closets, 4 urinals and 3 lavatories w/shelf and mirror.
 - Include audio feed.
- f. **Press Toilet Room – Women**
 - Toilet room provided for writers, near writing press area.
 - Includes 3 water closets, and 2 lavatories w/shelf and mirror.
 - Include audio feed.

2.00 Broadcast Facilities (@ Press Level)

5,090SF

- a. **Home Radio Booths**
 - For home English radio and home Spanish radio.
 - With counter, closure system that allows booth to be open during game, with no view obstruction.
 - Elevated platform at rear of booth, for producer.
 - Home radio will be next to home TV.
- b. **Radio/ Auxiliary Radio Booths**
 - For visiting radio and auxiliary radio.
 - With counter, closure system that allows booth to be open during game, with no view obstruction.
 - Elevated platform at rear of booth, for producer.
- c. **Network/ Auxiliary Broadcast Booths**
 - For network and auxiliary TV.
 - With counter, closure system that allows booth to be open during game, with no view obstruction.
 - Elevated platform at rear of booth, for producer.
- d. **TV Broadcast Booths**
 - For home and visiting TV.
 - With counter, closure system that allows booth to be open during game, with no view obstruction.
 - Elevated platform at rear of booth, for producer.
 - Ceiling of each booth should be open to structure or lay-in ceiling with suspended pipe grid installed, to allow clips for spot lighting.
 - Install pull-down shade at front of home booth, to provide anti-glare background.
- e. **TV Broadcast Executives Booth**
 - A private box for TV broadcast executives' use, located behind or adjacent to the home TV booth, or included as part of luxury suites.
 - The finishes and furnishings of this booth should be similar to a suite.
 - Includes TV monitor(s), kitchenette casework, bar sink, ice maker/bin and under- counter refrigerator.
- f. **Operations Staff Booth**
 - Located at Press Level.
 - Should be fully wired for use as auxiliary broadcast booth, if needed.
- g. **Visiting GM Box**
 - For visiting GM, located at Press Level, at end of row of other broadcast booths.
 - Should accommodate 4 persons, in field-view seats with writing surface.
- h. **Scoreboard/ PA/ Music Control Room**
 - Requires field view.
 - Will contain customized consoles and equipment, detail to be provided by technical consultant with input from Marlins' in-game entertainment production staff.
 - Will include audio/ PA/ Music equipment and staff.
 - Includes rack and server room.
- i. **In-game Entertainment Production Offices**
 - Offices for the In-game Entertainment production group, located across corridor from the control room.
 - Assume 4 offices. Prefer that offices are separated with glass partitions.
- j. **Tape Vault**
 - Locate tape vault across corridor from control room.
- k. **Media Toilet Room - Men**
 - Toilet room provided for broadcasters, near booths.
 - Includes 1 water closet, 1 urinal and 1 lavatory w/shelf and mirror.
 - Include audio feed.
- l. **Media Toilet Room - Women**
 - Toilet room provided for broadcasters, near booths.
 - Includes 2 water closets and 1 lavatory w/shelf and mirror.
 - Include audio feed.

3.00 Media Facilities (@ Field Level)**1,920SF**

- a. **Press Conference Room**
 - Flat floor space, located in close proximity to the Marlins clubhouse and to Batter's Box Lounge if possible.
 - To include (portable) risers at front of room, to accommodate interviewee and platform at back of room, for TV cameras.
 - Include a built-in high quality PA system, full wiring for media hookups, TV monitors in every corner.
 - Should not be located near a laundry or other "noisy" room.
 - Provide pipe frame at ceiling height near front, to hang lighting.
- b. **Press Conference Room Storage**
 - Within or adjacent to Press conference room.
 - To store temporary risers, tables/ chairs and other equipment.
- c. **Green Screen Room**
 - Located near the Batter's Box Lounge.
 - For one-on-one interviews.
 - Fully wired for media hookups.
- d. **Toilet Rooms for Media**
 - Provide toilet rooms for men and women, near Press Conference Room.
 - Each to include one water closet, one lavatory.

4.00 TV Truck Parking Area**8,560SF**

- a. **Crew Room**
 - Break area for TV production crews, located adjacent to the TV truck dock.
 - Include table and chairs for 12 to 15, TV, countertop with sink, and refrigerator.
- b. **Crew Toilet**
 - Unisex toilet room near the crew room, with a water closet and lavatory.
- c. **Storage Room**
 - Include lockable cages for crews to store their equipment.
 - Located close to crew room.
- d. **A/V Entry Hub**
 - Entry point for broadcast truck cabling, located adjacent to TV truck parking, with direct access into space from outside.
- e. **TV Truck Parking Area**
 - Protected and secured dock space for (4) expandable-type, HD, network trucks.
 - Should be separate from the service and food service loading area.
 - Allow space for 2 additional trucks at the street.
- f. **ENG/ Satellite Trucks Parking (exterior)**
 - On-site parking for local TV vans and satellite uplink trucks, in the vicinity of the broadcast TV Trucks.
 - Up to (10) trucks to be accommodated.

5.00 Camera/ Still Photo Facilities**800SF**

- a. **Still Photo Workroom**
 - Located near home plate at Service Level, to allow ready access from the camera pits
 - Provide counters along the wall, to accommodate 8 photographers at one time.
- b. **Still Photo/ Camera Pits**
 - Camera pits will be shared between still photographers and TV cameras.
 - Provide space at the two outside dugout camera pits for 15 still photographers (total) + TV camera positions.
 - Robotic or handheld cameras will be used for inside dugout camera positions.
 - Provide broadcast cabling and multiple duplex outlets to each pit.
- c. **Camera Positions**

Provide TV camera positions as follows, at the lower bowl (according to MLB current guidelines):

 - 4 cameras @ centerfield.
 - 1 camera down 1st base @ foul pole.
 - 1 camera down 3rd base @ foul pole.
 - 1 robotic camera @ low home position.

D. Clubhouse Facilities

1.00 Home Clubhouse

17,584SF

- a. **Ante-room**
 - Located close to clubhouse entry, by guard station.
 - This is a waiting room for player agents, endorsement reps, etc., who are not allowed in the locker room.
- b. **Player Locker Room**
 - To include 40 lockers, each with chair. Provide electrical outlet at each locker.
 - To include wall/ceiling mounted TVs and distributed sound system.
- c. **Player Grooming Area**

Located adjacent to player locker room, and includes toilets, showers and drying area, with the following provisions:

 - Shower room with 10 wall mounted shower heads and adjacent drying area.
 - 4 water closets, 6 urinals, and vanity counter with 8 lavatories, shelf & full-length mirror w/outlets.
 - Storage closet for grooming supplies.
- d. **Player Lounge/ Kitchen**
 - Located in close proximity to player locker room, to include dining area and open style service kitchen with following provisions:
 - Dining area for 24 @ 4-seater tables and counter along wall equipped with self-serve beverage equipment, and under-counter cabinets.
 - Service kitchen to include commercial stove with exhaust hood, dishwasher, refrigerator, freezer, work counter w/2-compartment sink, storage cabinets and other equipment.
 - Pantry within the kitchen.
- e. **Manager's Office/ Dressing Room**
 - Includes office for Manager with adjoining, private dressing area.
 - Dressing room includes a shower, water closet, lavatory and locker w/chair. Provide outlet at locker.
- f. **Coaches' Locker/ Grooming Area**
 - Includes lockers and chairs. Provide outlet at each locker.
 - Grooming area includes 2 showers, 2 water closets, 2 urinals and vanity counter w/3 lavatories, full mirror and shelf w/outlets.
- g. **Coaches' Meeting Room**
 - Private meeting room for coaching staff, not open to media.
 - To include conference table, with marker board at one wall.
 - Located near Coaches' locker room and Manager's office.
- h. **Training Room**
 - Locate central to the Trainers and Team Doctors, adjacent to hydrotherapy.
 - Includes treatment tables w/built-in cabinets and taping table, and work counter w/sink, lockable cabinets and electrical outlets, located at one end of the room.
 - Other end of room should be open area for stretching, to include electrical outlets for powered equipment.
 - No media access.
- i. **Training Staff Office**
 - Locate adjacent to Training Room, with glass wall that allows full view into that room and into Hydrotherapy room.
 - Head Trainer's Office.
 - Assistant Trainer's Office.
- j. **Hydrotherapy Area**
 - Enclosed room, for moisture and humidity control, located directly adjacent to training room.
 - Includes whirlpools, a Swim-X pool (or similar), quiet ice machine and a sauna.
 - Windows between hydrotherapy room and training room, to allow monitoring by training staff.
- k. **Training Storage**
 - Secured storage room w/built-in shelves, located near training room.
- l. **Doctor's Office/ Exam Room**
 - Locate near Training Office.

- Includes a treatment table, chiropractic exam table, equipment cabinet and work counter w/ upper and lower cabinets, sink and work space for Team Doctor.
 - m. **Weight Training Area**
 - Locate in close proximity to training room, accessible from within the clubhouse and also from the service tunnel.
 - Contains weight training and cardio equipment, w/rubber floor mats under equipment and full-length mirror.
 - Include built-in sound system, ceiling fan, TV's in each corner.
 - Includes office for Strength Coach and secured storage room.
 - n. **Interview Room**
 - Fully wired for media hookups.
 - o. **Equipment Manager's Office**
 - Locate at clubhouse entry, with direct view into locker room.
 - p. **Equipment Storage Room**
 - Locate near Equipment Manager's office.
 - Storage of bats, balls, uniforms and other gear.
 - Located within clubhouse but with access from service tunnel, for direct loading/unloading of equipment.
 - High ceiling clearance.
 - Includes long rows of shelves down center and sides of room, hanging bars for uniforms.
 - Area shown includes lockable rooms for ball storage and bat storage (climate controlled).
 - q. **Luggage Room**
 - Located off equipment room and adjacent to loading/ unloading area.
 - r. **Laundry Room**
 - To service home clubhouse only.
 - Includes washers and dryers, a residential-type washer, a double wash basin, large hanging rack, lint filter, folding counter and supply cabinet.
 - Install equipment on raised slab, for easier loading/ unloading, with a drainage trough behind washers.
 - s. **Video Coaching Room**
 - For video production and coaching, preferably located within or close to dugout tunnel and batting cage.
 - Include counters w/ space for video monitors and overhead cabinets for tape storage.
 - Workstation for Video Coordinator.
 - Include lockable storage cabinets for tape and equipment storage.
 - t. **Batboys' Locker Room**
 - Provide (8) lockers @ 12" wide each, located near the equipment room.
- 2.00 Home Family Lounge 1,200SF**
- Locate in vicinity of clubhouse but not adjacent to it, and in proximity to player parking.
 - Shall include lounge area w/TV, a nursery (semi-private area), play area for small children at other end of the room and private toilet rooms for men and women (one water closet in each), with diaper changing station in each.
 - Lounge to include TVs, lounge furniture, bank of cubby lockers, kitchenette with sink, cabinets, refrigerator, microwave, and counter for catering set-up.
- 3.00 X-ray Room 180SF**
- Locate between home and visitor clubhouse, off service corridor.
- 4.00 Home Dugout & Dugout Tunnel 4,800SF**
- a. **Home Dugout**
 - With front and back bench.
 - Back bench should allow full view of outfield.
 - b. **Dugout Tunnel**
 - This is the area connecting the clubhouse to the dugout.
 - Includes a field toilet with water closet and lavatory.
 - c. **Batting Tunnels**
 - Includes (2) contiguous cages @ 18' x 85' each, with pitching mounds.
 - To be for use by home team only, located in close proximity to the dugout.

5.00 Visitor Clubhouse**8,349SF**

- a. **Player Locker Room**
 - To include 40 lockers each with chair. Provide electrical outlet at each locker.
 - To include wall/ceiling mounted TVs and distributed sound system.
- b. **Player Grooming Area**

Located adjacent to player locker room, and includes toilets, showers and drying area, with the following provisions:

 - Shower room with 10 wall mounted shower heads and adjacent drying area.
 - 4 water closets, 4 urinals, and vanity counter with 8 lavatories, shelf & full-length mirror w/outlets.
 - Storage closet for grooming supplies.
- c. **Player Lounge/ Kitchen**

Located in close proximity to player locker room, to include dining area and open style service kitchen with following provisions:

 - Dining area with 4-seater tables and counter along wall equipped with self-serve beverage equipment, and under-counter cabinets.
 - Service kitchen to include commercial stove with exhaust hood, dishwasher, refrigerator, freezer, work counter w/2-compartment sink, storage cabinets and other equipment.
 - Pantry within the kitchen, (included).
- d. **Manager's Office/ Dressing Room**
 - Includes office for Manager with adjoining, private dressing area.
 - Dressing room includes a shower, water closet, and lavatory and locker with chair.
 - Provide outlet at locker.
- e. **Coaches' Locker/ Grooming Area**
 - Includes 10 lockers and chairs. Include outlet at each locker.
 - Grooming area includes 2 showers, 1 water closet, 2 urinals and vanity counter w/2 lavatories, full mirror and shelf w/outlets.
- f. **Training Room**
 - Includes (3) treatment tables, work counter and a workstation with computer hook-up.
 - Provide a wet area adjacent to training room, with 2 whirlpools, sink and ice machine, separated from the treatment area, and a glass window allowing view into whirlpools from the treatment area.
 - Provide sloped floor and floor drains to keep water from seeping from wet area into treatment area.
- g. **Training Staff Office**
 - Located adjacent to Training Room, with glass wall that allows full view into that room and into Hydrotherapy room.
- h. **Weight Room**
 - Located in close proximity to Visiting Clubhouse.
 - Provide entry from within clubhouse and also from service corridor.
 - Contains weight training and cardio equipment, w/rubber floor mats under equipment and full-length mirror.
 - Include built-in sound system, ceiling fan, TV.
- i. **Visiting Clubhouse Manager's Office**
 - Locate at clubhouse entry, with direct view into locker room.
- j. **Equipment Storage Room**
 - Located within clubhouse but with access from service tunnel, with double doors, for direct loading/unloading of equipment (as much as possible).
- k. **Luggage Room**
 - Located off equipment room and adjacent to loading/ unloading area.
- l. **Laundry Room**
 - Includes washers and dryers, a residential-type washer, a slop sink, large hanging rack, lint filter, folding counter and supply cabinet.
 - Install equipment on raised slab, for easier loading/ unloading, with a drainage trough behind washers.

6.00 Visitors Dugout & Dugout Tunnel**3,200SF**

- a. **Visitors Dugout**
 - Same design as home dugout.
- b. **Dugout Tunnel**
 - This is the area connecting the clubhouse to the dugout.

	- Includes a field toilet with water closet and lavatory.	
	c. Batting Tunnels	
	- Includes 1 cage @ 18' x 85'.	
7.00	Auxiliary Locker Rooms	1,600SF
	a. Auxiliary Clubhouse	
	- Locate near Visiting Clubhouse.	
	- Will be used by In Game Entertainment during events (i.e. concert talent, Mermaids, Manatees, etc.).	
	- Sub dividable locker room, for use by one large group or two smaller groups of both genders.	
	- To include a total of (50) 12" wide lockers, (6) shower heads, (4) water closets, (4) urinals, (6) lavatories w/mirrors and shelves w/outlets.	
	b. Mascot Dressing Room	
	- Located at Service Level, away from player locker rooms.	
	- Includes desk, wardrobe closet, dressing area, shower, water closet, vanity counter with lavatory and mirror.	
	c. Star Dressing/ Women's Umpires Room	
	- Will serve as female umpires changing room, when necessary.	
	- Includes (2) 42" lockers, shower, water closet and vanity counter with lavatory and mirror.	
8.00	Umpires' Locker Facilities	950SF
	- Umpires should have a separate field entry from players.	
	a. Men's Locker Room	
	- Includes locker area and grooming area.	
	- Locker area to include (6) lockers @ 42" w.	
	- Grooming area to include (3) shower stalls, a water closet, (2) urinals and a vanity counter w/ (2) lavatories, mirror, shelf and outlets.	
	b. Umpires' Lounge	
	- Locate adjacent to the Men's locker room and Star Dressing (women's locker room).	
	- Includes lounge furniture, TV, exercise equipment and kitchenette with refrigerator and counter with sink and cabinets.	
9.00	Bullpens	5,000SF
	- Home and Visitors bullpens will each consist of space for 2 pitchers and 2 catchers to work out, with regulation clay pitching mounds, a covered player bench or chairs for up to 8 pitchers and a field toilet.	
	- Playing surface to be artificial turf.	
E.	Service and Operations Facilities	
1.00	Event Staff Facilities	3,625SF
	Back of house facilities for event staff including ushers, security, ticket takers and customer service staff.	
	a. Employee Entry/ Check-in/ Break Area	
	- Common space that serves as check-in area before game, with check-in terminals.	
	- Provide some tables at one end of the room, with counter and cabinet and microwave, and space for 3 vending machines, to serve as break area.	
	- Allow queuing space at uniform distribution counter, adjacent to this check-in area.	
	b. Laundry/ Uniform Distribution	
	- This room will be used to launder, store and distribute event staff uniforms.	
	- Provide transaction counter between this room and the check-in area.	
	- Includes 1-2 commercial washers and dryers, storage shelves, hanging rods and a countertop for folding laundry.	
	c. Men's Locker/ Toilet Room	
	- Provides changing room and toilet facilities for approximately 250 male employees.	
	- Includes 12" wide, 3'-high lockers and changing bench.	
	- Toilet room should be connected to locker room and include 2 water closets, 3 urinals and 3 lavatories.	
	d. Women's Locker/ Toilet Room	
	- Provides changing room and toilet facilities for approximately 150 female employees.	
	- Includes 12" wide, 3'-high lockers and changing bench.	

Toilet room should be connected to locker room and include 4 water closets and 3 lavatories.

e. Supervisors' Office

- Provide secured workroom for event supervisors, located off the common check-in area.
- Includes workstations for 8 supervisors.

2.00 Ballpark Operations Office

4,600SF

Stadium Operations offices should be located at Service Level, with ready access to public areas of the ballpark. The following spaces shall be included:

- Office for Sr.VP, Stadium Operations.
- Office for Director, Stadium Operations.
- Office for Director of Security.
- Office for Director of Sales.
- Office for Director of Building Engineering.
- Managers' Offices - for Managers of Food & Beverage, Customer Service, Game Services, Other Events, Maintenance and Parking.
- Supervisors' Workstations - for Supervisors of Engineering, Guest Services.
- Workstation for Assistant to Director of Building Engineering and Maintenance.
- Administrative Ass't. Workstations - for Building & Operations and Events/ Customer Service.
- Other Offices/ Workstations (for Interns, other support).
- Conference Room for (10).
- Kitchenette.
- Toilet Rooms.
- Supplies/ Copy Room.

3.00 Ballpark Maintenance

4,675SF

a. Combined Maintenance Shop

- This will be a common shop area for all building maintenance operations, including carpentry, mechanical, electrical, plumbers and paint shop.
- Located at service level, directly off service tunnel, with overhead door and man-door.
- Each department will need to be secured/ gated, with appropriate build-out, including counters and other equipment.

b. Shop Locker Room - Men

- Locker room for all trades' use, located near Maintenance Shop.
- To include approximately (10) full-height, 18" wide lockers, one shower, 1 water closet, 2 urinals and 2 lavatories.

c. Shop Locker Room - Women

- Shop locker room for female staff, located near Maintenance Shop.
- To include approximately (3) full-height, 18" wide lockers, one shower, 1 water closet, and 1 lavatory.

d. Shop Staff Break Room

- Break area for all trades' use, located adjacent to Maintenance Shop, with connecting doorway.
- To include tables and chairs, refrigerator, counter with sink, coffee machine and microwave.

4.00 Cleaning/ Janitorial

4,750SF

a. Cleaning Crew Check-in/ Office

- Check-in area for post-game clean-up crews.
- Includes two offices and reception area.
- Includes space for approximately (40) lockers, 12" wide, 3-tiered.

b. Cleaning Supply Room

- Provide lockable room to store bulk paper goods and cleaning products for janitorial use, which should be located near the loading dock.
- Include shelving units.

c. Stadium Maintenance Rooms

- Storage space for cleaning equipment (sweepers, brooms, etc.) and supplies, located at public concourse levels, w/double door access off concourse. Preferred location is next to freight elevator, away from public view, as this is a sloppy area.
- Include space for tenant machine, with slop sink and floor drain.

- d. **Housekeeping Rooms**
 - Housekeeping supplies and equipment storage, located at club and suite levels.
 - Include slop sink with hot and cold water.
- e. **Janitor's Closets**
 - Located between men's and women's public toilet rooms at public concourse levels.
 - Include slop sink with hot and cold water, mop hooks and shelving.
- f. **Trash Room/ Trash Chute**
 - To be used as a holding area for trash that accumulates during the game, located in stacked position at main and upper concourses (aligned with trash compactor at service level).
 - Will include the trash chute access.

5.00 Groundskeeping Facilities 7,260SF

- a. **Equipment and Bin Storage Area**
 - The main storage and equipment area for groundskeeping operation, to include space to store and maneuver tractors and other grounds keeping vehicles.
 - Include space for 4 infield material bins and fertilizer pump unit.
 - Requires direct access to the field through overhead door
 - Includes crew holding area adjacent to the field (for infield crews).
 - Includes residential washer and dryer.
- b. **Head Groundskeeper's Office**
 - Private office, located off equipment area.
- c. **Grounds Crew Locker Room - Men**
 - Includes (12) 18" wide lockers, (2) showers, (2) water closets, (3) urinals and (3) lavatories.
- d. **Grounds Crew Locker Room - Women**
 - Includes (4) 18" wide lockers, a shower, water closet and lavatory.
- e. **Crew Break Room**
 - Meeting/ lounge space for grounds crew, centrally located to other groundskeeping facilities.
 - Include lounge furniture, table/chairs, and kitchenette with countertop, cabinet, sink, refrigerator and microwave.
- f. **Chemical Storage Room**
 - Secured room with fire-rated walls, to contain pesticides and/or other chemicals used in groundskeeping. Will be located within equipment storage area.
- g. **Batting Cages Storage**
 - Designated space off field entry, to store portable cages.
- h. **Infield Material Storage (@ 1st or 3rd base area)**
 - Designated space for storing materials near infield. Located off a field entry tunnel, for easy access to infield.
- i. **Grounds Storage**
 - Designated storage space for grounds crew outside ballpark.

6.00 Truck and Trash Dock 4,810SF

- a. **Loading Dock**
 - Includes 2 bays for general deliveries and 2 dedicated bays for food service deliveries, all with dock levelers.
 - Locate near food service commissary, with food service dock spaces being closest to commissary.
 - Truck parking area should be secured space but allow for ventilation of exhaust fumes.
- b. **Receiving Dock Office**
 - Secured office with a window, to oversee activities at the service dock and control entry.
 - Locate near entry to the dock, to allow full view of dock entry.
- c. **Trash Compactor**
 - Provide space for (2) trash compactors in an air-conditioned enclosure, with space and head clearance for trash truck pick-up. Provide overhead door.
 - (2) Trash chutes are desired, ideally located at opposite sides of the building. Chutes should terminate at trash dumpster/compactor.

d. **Recycling Room**

- Provide space for 3 or more recycling bins (plastic, aluminum, paper, other?) in an air-conditioned enclosure next to trash dock, with adequate space for storing bags of recyclables (during game) and for sorting them (post-game).
- Also provide in this area a designated area for a cardboard baler and for storing palletized cardboard bales.
- Provide overhead door to the loading dock platform, to allow direct loading onto trucks from the bins. Double door off service corridor is satisfactory.

e. **Toilet Room**

- Provide unisex toilet room near the dock office.

7.00 Storage Areas

13,500SF

a. **Stadium Vehicle Storage**

- Space to store and maneuver vehicles used for ballpark operations and maintenance, i.e. golf carts, forklifts, etc. This does not include groundskeeping vehicles, which are stored in the groundskeeping area.

b. **General Storage**

- Secured storage at Service Level.
- Includes storage of surplus stock for use in building maintenance.
- Provide overhead door and double man-door, off service tunnel. Located near loading dock if possible.
- Include shelving units.

c. **Storage for Archives**

- Provide double door, off service tunnel.
- Include shelving units.

d. **Promotions Merchandise Warehouse**

- Requires high ceiling clearance.
- Provide shelving, for palletized storage.
- Locate close to loading dock.
- Overhead door with man-door off service tunnel.

e. **Promotions Storage**

- Provide secured space at mezzanine for promotions storage.

f. **Retail Warehouse**

- Provide warehouse space for retail operations within the stadium, located at Service Level, close to loading dock.
- Warehouse will include office for manager, assistant manager and warehouse manager
- Provide ventilation, air conditioning and shelving units.

g. **Post Season Storage**

- Designated storage area for items no longer required during off-season.

8.00 Building Security

2,400SF

a. **Security Office**

It is expected that Ballpark Security and the Police Department will work in tandem on game days, with Police running their command out of these offices at those times. These offices will be staffed by Ballpark Security personnel. The following spaces are an estimate of requirements, subject to review by the Police Department. Location should allow for easy, direct access to emergency vehicle parking area.

- General office area, with desk and 2-3 waiting chairs at front of office.
- Meeting/ Interview room, with conference table and seating for 8 – 10.
- Holding cells @ approximately 5' x 5' each, with CMU walls, lockable metal fence/door, bench seating and tamper-proof light fixture.
- Break area, with counter and sink, upper/lower cabinets, refrigerator and microwave. Bank of cubby-type lockers shall be located in this area.
- Storage/ Radio Room, to store and charge 2-way radios, and for storing other security items, i.e. rain gear, cones, flashlights, etc.
- Unisex toilet room.

Location of security office should not be close to clubhouses or to media conference room. Should be close to one of the building secondary exits.

- b. **Building Command Center**
 - To serve as the 24 hr. secured entry to the building.
 - Locate near loading dock, adjacent to security office, with connecting door (card accessed).
 - To include monitoring systems for surveillance, security, PA, fire and other life safety and other engineered systems in the building.
- c. **Security Command Post**
 - Located at Press Level or other elevated position within the bowl, this booth allows Security and Operations authorities a "crow's nest" view of the crowd.
 - Provide space for approximately 4 persons plus surveillance monitors.
 - Provide one-way glass in this space.
- 9.00 Mechanical/Electrical/Plumbing Systems 30,250SF**
 - Mechanical, electrical and other engineered systems equipment in the building.
 - Incorporate (4) intermediate distribution frame rooms at each level (one in each quadrant or near each gate), for distribution of fiber, video, voice distribution, WI-FI, throughout the building (included in s.f. shown).
- F. Circulation**
- 1.00 Service Tunnel 23,000SF**
 - Provides common vehicular and pedestrian circulation at the Service Level for service vehicles and personnel. Provide continuous clear corridor throughout, avoiding sharp 90 degree turns wherever possible.
- 2.00 Main Concourse 88,000SF**
 - This is the primary circulation corridor around the seating bowl at Main Concourse Level. Provide generous space for crowd movement, allowing for queuing at concessions stands.
 - Allow for drinking fountains, ATM machines, trash receptacles, program kiosks and other portables within the concourse.
- 3.00 Suite and Club Concourses 25,750SF**
 - This is the corridor connecting all the suites.
- 4.00 Upper Concourse 45,000SF**
 - This is the primary circulation corridor around the seating bowl at Upper Concourse Level. Provide space for crowd movement, allowing for queuing at concessions stands.
 - Allow for drinking fountains, ATM machines, trash receptacles, program kiosks and other portables within the concourse.
- 5.00 Premium Seat Lobbies 3,000SF**
 - Provide adequate space for guests to wait to board elevators.
 - Elevators will be used by suite holders and guests who have disabilities or mobility problems.
- 6.00 Exterior Terraces 8,000SF**
 - Provide exterior terrace at Main Concourse.
- 7.00 Vertical Circulation 63,000SF**
 - a. **Stairs**
 - Exit stairs through the building.
 - b. **Elevators**
 - Passenger and service elevators are included throughout building. One (at minimum) dedicated press elevator is to be provided, which connects press level to field level.
 - (2) Freight elevators.
 - Square footage of elevators is counted within g.s.f. of building.
 - Locate one freight elevator next to commissary.
 - c. **Ramps**
 - One of the ramps to serve as the secured entry to the building.

G. Administrative Facilities

1.00 Team Administrative Offices 32,000SF

- The Marlins' administrative offices shall be located at the Mezzanine Level and shall include spaces for the following departments.

- a. Executive Offices.
- b. Ticket Sales.
- c. Marketing, Broadcast, and Public Relations.
- d. Corporate Sales.
- e. Baseball Operations.
- f. Legal.
- g. Finance and Accounting.
- h. Human Resources.
- i. Payroll and Employee Benefits.
- j. Management Information Systems.
- k. Community Relations.
- l. Community Foundation.

2.00 Provide space for the following areas.

- Kitchenette.
- Storage areas.
- Executive conference room for 20 people.
- Conference room for 12 people.
- Locker room for 4 people.
- Men's/Women's toilet rooms.
- Workstations for sales representatives and support staff.
- Filing cabinets
- Supplies/Copy room.
- Circulation.

3.00 Mail Room. 600SF

- Mail room can be located off loading dock, to allow screening area that is segregated from offices.

4.00 Data Center. 800SF

- Serves as the nerve center for many components of the ballpark.
- Located at same level as Marlins offices.
- Not an occupied space.
- Include raised floor, reinforced walls, and solid ceiling.
- Accessible to IT staff.
- Requires wide doors (42' minimum).
- Requires independent AC zone with generator connections. No Sprinklers.

5.00 Main Distribution Frame Room. 400SF

- Locate next to data center, but separated from it.
- Assume raised floor here.

6.00 Food Services Operations Offices. 3,000SF

The foodservice operations offices shall be located at Mezzanine level, in proximity to staff check-in and commissary and shall include the following space:

- General Manager.
- Assistant General Manager.

- Director of Catering.
- Director of food Operations.
- Administrative Assistant.
- Receptionist.
- Office Manager.
- Workstations for support staff.
- 2 Compartment Vault.
- Storage Area.
- Men's/Women's toilet rooms.
- Kitchenette.
- Conference room for 10 people.
- Filing cabinets.
- Supplies/copy room.
- Circulation.

<u>H.</u>	<u>Emergency Parking</u>	<u>2,100SF</u>
-----------	--------------------------	----------------

	I. Program Totals	
<u>1.00</u>	<u>Net Programmed Area</u>	<u>857,203SF</u>
<u>2.00</u>	<u>8.2% Net to Gross Factor</u>	<u>70,500SF</u>
<u>3.00</u>	<u>Total Gross SF</u>	<u>927,703SF</u>

Exhibit E

Return to:
City Manager
3500 Pan American Drive
Miami, Florida 33128-1970

This instrument prepared by,
or under the direction of,
Julie O. Bru, Esq.
City Attorney
City of Miami
444 S.W. 2nd Avenue, Suite 945
Miami, Florida 33130-1910

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this _____ day of _____, 2009 by and between **THE CITY OF MIAMI**, a municipal corporation of the State of Florida (the "Grantor"), whose address is 3500 Pan American Drive, Miami, Florida 33133, a party of the first part, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest (the "Grantee"), whose address is 111 N.W. 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESS: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee, the following land (the 'Property') laying and being in Miami-Dade County, Florida:

Legal Description attached hereto and incorporated herein by reference as Attachment "A".

This Deed is subject to the restrictions, covenants and provisions of the restrictive covenant attached hereto and incorporated herein by reference as Attachment "B" and grantee, for itself and its successors in title to the Property hereby conveyed, agrees to be bound by and comply with the terms and provisions thereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular appurtenances thereto, belonging or in any way incident or appertaining, forever; and the Grantor will defend the title thereto against all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has executed this instrument, and has caused same to be executed by its City Manager, and has caused the same to be attested by its City Clerk and its Corporate Seal hereon to be impressed on this, the day and year first above written.

Signed, Sealed and delivered
in the presence of:

"City"

**CITY OF MIAMI, a Florida municipal
corporation**

ATTEST:

Priscilla A. Thompson, City Clerk

By: _____
Pedro G. Hernandez, City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

Julie O. Bru
City Attorney

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____,
2009, by _____, who is personally known to me or who has
produced _____ as identification and who did/did not take
an oath.

NOTARY PUBLIC

Printed Name

My Commission expires:

Attachment A
Legal Description of the Property

LEGAL DESCRIPTION OF THE PROPOSED TRACTS FOR THE MARLINS STADIUM,
UNDER FORTIN, LEAVY, SKILES, INC SURVEY DRAWING 2008-093.

PROPOSED TRACT "B" OF STADIUM PLAT

A portion of Tract "A" of ORANGE BOWL PLAT, according to the TENTATIVE PLAT thereof, Number T-22945, as approved by the Miami-Dade County Department of Planning & Regulation at the Plat Committee meeting on March 21, 2008 lying and being in the Northwest ¼ of Section 2, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Block 37 of LAWRENCE ESTATE LAND CO'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2 at Page 46 of the Public Records of said Miami-Dade County, Florida; thence North 01°46'36" West along the East right-of-way line of Northwest 16th Avenue for 275.21 feet to a point of curvature; thence Northeasterly along a 25.00 foot radius curve, leading to the right, through a central angle of 89°28'40" for an arc distance of 39.04 feet to a point of tangency; thence North 87°42'04" East along the South right-of-way line of N.W. 6th Street, and the Easterly extension thereof, for 154.23 feet; thence South 01°46'36" East for 664.99 feet to a point on a circular curve, concave to the Southwest and whose radius point bears South 15°53'04" West; thence Westerly along a 300.00 foot radius curve, leading to the left, through a central angle of 18°10'53" for an arc distance of 95.20 feet to a point of tangency; thence South 87°42'11" West along the North right-of-way line of N.W. 4th street for 60.04 feet to a point of curvature; thence Northwesterly along a 25.00 foot radius curve, leading to the right, through a central angle of 90°31'13" for an arc distance of 39.50 feet to a point of tangency; thence North 01°46'36" West along said East right-of-way line of N.W. 16th Avenue for 324.78 feet to the Point of Beginning.

Containing 116,546 square feet, or 2.675 acres more or less.

PROPOSED TRACT "C" OF STADIUM PLAT

A portion of Tract "A" of ORANGE BOWL PLAT, according to the TENTATIVE PLAT thereof, Number T-22945, as approved by the Miami-Dade County Department of Planning & Regulation at the Plat Committee meeting on March 21, 2008 lying and being in the Northwest ¼ of Section 2, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Block 37 of LAWRENCE ESTATE LAND CO'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2 at Page 46 of the Public Records of said Miami-Dade County, Florida; thence North 01°46'36" West along the East right-of-way line of Northwest 16th Avenue for 275.21 feet to a point of curvature; thence Northeasterly along a 25.00 foot radius curve, leading to the right, through a central angle of 89°28'40" for an arc distance of 39.04 feet to a point of tangency; thence North 87°42'04" East along the South right-of-way line of N.W. 6th Street, and the Easterly extension thereof, for 154.23 feet to the Point of Beginning of the hereinafter described parcel of land; thence South 01°46'36" East for 664.99 feet to a point on a circular curve, concave to the Southwest and whose radius point bears South 15°53'04" West; thence Easterly along a 300.00 foot radius curve,

leading to the right, through a central angle of $02^{\circ}48'16''$ for an arc distance of 14.68 feet to a point of reverse curvature; thence Easterly along a 1122.00 foot radius curve, leading to the left, through a central angle of $44^{\circ}06'19''$ for an arc distance of 863.70 feet to a point of compound curvature; thence Northeasterly along a 25.00 foot radius curve, leading to the left, through a central angle of $66^{\circ}21'31''$ for an arc distance of 28.95 feet to a point of tangency; thence North $01^{\circ}46'29''$ West along the West right-of-way line of N.W. 14th Avenue for 606.25 feet to a point of curvature; thence Northwesterly along a 25.00 foot radius curve, leading to the left, through a central angle of $90^{\circ}31'27''$ for an arc distance of 39.50 feet to a point of tangency; thence South $87^{\circ}42'04''$ West along the South line of a 50-foot Public Utility & Emergency Access Easement, as shown on the plat NEW ORANGE BOWL SUBDIVISION, according to the plat thereof, as recorded in Plat Book 153 at Page 72 of said Public Records of Miami-Dade County, Florida for 845.88 feet to the Point of Beginning.

Containing 622,892 square feet, or 14.300 acres more or less.

Attachment B
Restrictive Covenant

The following covenants, restrictions and provisions shall constitute covenants running with the land hereby conveyed (the "Property") for the term described in Section 5 below and are intended for the benefit of the City of Miami, a municipal corporation of the State of Florida (the "Grantor"), and shall be binding upon Miami-Dade County, Florida, a political subdivision of the State of Florida (the "Grantee"), and its successors in interest to title in the Property or any portion thereon. By accepting this Special Warranty Deed, Grantee agrees to be bound by such covenants, restrictions and provisions:

1. **Application**: The restrictions contained herein will apply to any use or development of the Property.
2. **Limitation of Development**: Development of the Property shall be limited to a multi-purpose professional sports facility together with: (a) ancillary office space; (b) ancillary retail, food and beverage space; (c) ancillary entertainment space; and (d) ancillary plazas and other public areas.
3. **Restriction**: The property shall solely be used for the operation of a multi-purpose professional sports facility, allowing only for the ancillary uses listed above.
4. **Violation of Covenants and Remedy**: grantee shall correct any violation of the restrictions, covenants, conditions and agreements contained in this Deed within thirty (30) days after grantor delivers notice to Grantee indicating the nature of such violation. Grantor and Grantee agree that, as no measure of damage can be set for the violation of the restrictions, covenants, conditions and agreements contained in this Deed, the same may be enforced by injunction, or other methods of equitable relief, including without limitation, specific performance.
5. **Term**: The restrictions, covenants, conditions and agreements contained in this Deed are to run with the Property and shall be binding and shall remain in full force and effect until the Operating Agreement, entered into between the City, County and Marlins Stadium Operator, LLC on or about February __, 2009, which provides for the operation and management of the Baseball Stadium, is terminated and the grantee fails to secure a replacement professional sports franchise to use the Baseball Stadium within three years after such termination.
6. **Modifications; Amendments**: The restrictions, covenants, conditions and agreements contained in this Deed may only be modified by a written agreement signed by the Grantor or its successor.

EXHIBIT F

NOT USED – INTENTIONALLY LEFT BLANK

Exhibit G: Public Infrastructure Scope and Budget

No.	Public Infrastructure Scope:	
1	Water Main - new 12" line on 4 St between 14 and 16 Aves; tapping sleeves; valves; stub up water & fire to BBS	
2	Water Main - new ductile 16" line on 6 St between 14 and 17 Aves; tapping sleeves; valves; stub up and fire line into BBS; one 2" corporate stop for domestic water & one 8" tap for fire line North garages	
3	Water Main - new ductile 12" line on 16 Av between 3 and 7 Sts; tapping sleeves; valves; one 2" tap for domestic water & one 8" tap for fire line for South garages; two 12" taps for restaurants	
4	Water - 3 fire hydrants on 4 St, 3 on 6 St, & 2 extras, with valves & 48 LF of 8" ductile iron pipe	
5	Sewer - replace 12" san sewer line on 6th St between 16 Av & Pump Station 55, including manholes	
6	Sewer - new 12" san sewer line on new 4 St between 14 and 16 Aves	
7	Sewer - 8 sanitary laterals; 2 for 7 St; 2 for 6 St; 2 for 3 St; 2 for 4 St garages	
8	Sewer - sanitary sewer manholes	
9	Stormwater - 48" and smaller pipes, manholes & outlets on 14, 15 & 16 Aves and 4 & 6 Sts, around stadium	
10	Stormwater - install 3 new submersible pumps at Lawrence Canal Pump Station; 18 Av & 7 St	
11	Stormwater - reline existing 48" stormwater pipe from stadium to Lawrence Canal outfall	
12	Gas line - cutting and patching of road	
13	Electricity - install underground lines, duct bank, manholes and cable from Latin Quarter Substation to Stadium	
14	Electricity - mill overlay; Latin Qtr Substation SW 6 St & SW 17 Av to Stadium NW 4 St & NW 15 Av	
15	Telecom utility - location of telecom duct bank to be located at 16 Av & 4 St	
16	Road construction - new 4 St between 14 and 16 Aves, including pavers	
17	Road construction - new 6 St between 14 and 16 Aves, including pavers	
18	Road construction - new 15 Ave between 3 & 4 and 6 & 7 Sts	
19	Road resurfacing - mill overlay - 3 St between 12 & 17 Aves	
20	Road resurfacing - mill overlay - 7 St between 12 & 17 Aves	
21	Road resurfacing - mill overlay - 4 St between 16 & 17 Aves	
22	Road resurfacing - mill overlay - 5 St between 16 & 17 Aves	
23	Road resurfacing - mill overlay - 6 St between 16 & 17 Aves	
24	Road resurfacing - mill overlay - 14 Ave between 7 & 2 Sts	
25	Road resurfacing - mill overlay - 16 Ave between 7 & 2 Sts	
26	Road resurfacing - mill overlay - 17 Ave between 7 & 3 Sts	
27	Sidewalk, curb, and gutter replacement - south side of 7 St between 14 & 17 Aves	
28	Sidewalk, curb, and gutter replacement - both sides of 4 St between 16 & 17 Aves	
29	Sidewalk, curb, and gutter replacement - both sides of 5 St between 16 & 17 Aves	
30	Sidewalk, curb, and gutter replacement - both sides of 6 St between 16 & 17 Aves	
31	Sidewalk, curb, and gutter replacement - both sides of 14 Ave between 7 & 2 Sts	
32	Sidewalk, curb, and gutter replacement - both sides of 16 Ave between 7 & 2 Sts	
33	Sidewalk, curb, and gutter replacement - north side of 3 St between 14 & 17 Aves	
34	Sidewalk, curb, and gutter new - both sides of 15 Ave between 3 & 4 Sts	
35	Sidewalk, curb, and gutter new - both sides of 15 Ave between 6 & 7 Sts	
36	Sidewalks, curb and gutter new - 4 St between 14 & 16 Aves	
37	Sidewalks, curb and gutter new - 6 St between 14 & 16 Aves	
38	Sidewalk, curb, and gutter - at Lawrence Canal pump station	
39	Road lighting - 4 St between 14 & 16 Aves; alternating street sides; pole bases & conduit only	
40	Road lighting - 6 St between 14 & 16 Aves; alternating street sides; pole bases & conduit only	
41	Road lighting - 14 Ave between 3 & 7 Sts; alternating street sides; pole bases & conduit only	
42	Road lighting - 16 Ave between 3 & 7 Sts; alternating street sides; pole bases & conduit only	
43	Road lighting - 7 St between 14 & 16 Aves; alternating street sides; pole bases & conduit only	
44	Road lighting - 15 Ave between 3 & 4 Sts; & 6 & 7 St, alternating street sides; pole bases & conduit only	
45	Road lighting - 3 St between 14 & 16 Aves; alternating street sides; pole bases & conduit only	
46	Road lighting - FPL furnish and install lighting poles, fixtures	
47	Traffic signalization - up to 4 signals	
48	Landscaping	
49	Total Construction	\$16,591,125
50	Construction contingency 10% on Total Construction	\$1,659,113
51	Construction Manager Fees and General Conditions	\$2,657,429
52	Electricity - power lines - relocate power lines on 14 and 16 Aves * (Allowance)	\$1,000,000
53	Road lighting - FPL furnish and install enhanced lighting poles, fixtures * (Allowance)	\$200,000
54	Removal/dewatering of contaminated soils	\$315,753
55	Owner's contingency	\$1,450,000
56	Total Public Infrastructure Budget	\$23,873,420
	Note: as provided in the Construction Administration Agreement, the Stadium Developer has retained the architect to provide all design services for the Public Infrastructure work. The Stadium Developer shall contribute \$1,000,000 to the Public Infrastructure Costs as provided for in Section 3.8(a) of the Construction Administration Agreement.	
	*City to pay 100% of actual costs for this portion of the Public Infrastructure Work to the extent the City requests the design and construction of the enhancement	
	** Additional items added to the Scope of Work will be funded by the requesting party.	

Exhibit H - Stadium Project Budget

Hunt/Moss Stadium Construction Contract

CM Contingency and General Liability Insurance	20,224,000
CM Pre-Construction Fee	893,000
CM General Conditions and CM Fees	31,772,000
CM Payment and Performance Bond	2,283,000
CM Hard Construction Costs	<u>370,328,000</u>
Total Hard Costs	425,500,000

Soft Costs/Developer Contingencies

Architect, Owner's Rep, Misc. Consultants (i.e., Traffic, Environmental, ADA)	26,500,000
Advertising and Marketing	1,000,000
Legal Fees, Testing and Inspection, and Commissioning	8,350,000
Insurance, Professional Liability, and Builders Risk Insurance	11,850,000
Project Contingency @ 5% GMP Direct Cost	18,727,000
Scope Creep Between Schematic Design and Design Documents	1,500,000
Scope Creep Between Design Documents and Guaranteed Maximum Price	9,173,000
Named Storm Contingency	1,000,000
Soft Cost Contingency	1,800,000
Public Art	7,500,000
Permitting	2,100,000
Total Soft Costs & Contingency	<u>89,500,000</u>
Total Stadium Project Budget	515,000,000

CM = Construction Manager

CONSTRUCTION ADMINISTRATION AGREEMENT

Exhibit I - Draw Down Schedule in \$000

Construction period	Month		Draw Down Amount			
			Month		Cumulative	
			Private	Public	Private	Public
Pre-con	December	2008	\$8,269.0		\$8,269.0	\$0.0
Pre-con	January	2009	\$1,327.7	\$0.0	\$9,596.7	\$0.0
Pre-con	February	2009	\$1,461.9	\$0.0	\$11,058.6	\$0.0
Pre-con	March	2009	\$164.5	\$1,698.3	\$11,223.0	\$1,698.3
Pre-con	April	2009	\$1,144.0	\$865.3	\$12,367.0	\$2,563.6
Pre-con	May	2009	\$1,148.0	\$890.3	\$13,515.0	\$3,453.9
Pre-con	June	2009	\$1,245.0	\$2,077.4	\$14,760.0	\$5,531.2
1	July	2009	\$1,232.6	\$18,268.5	\$15,992.6	\$23,799.8
2	August	2009	\$1,715.6	\$4,332.3	\$17,708.3	\$28,132.0
3	September	2009	\$1,310.6	\$3,996.7	\$19,018.9	\$32,128.7
4	October	2009	\$1,184.0	\$5,499.8	\$20,202.9	\$37,628.6
5	November	2009	\$383.5	\$4,713.6	\$20,586.3	\$42,342.1
6	December	2009	\$373.5	\$5,190.0	\$20,959.8	\$47,532.1
7	January	2010	\$373.5	\$6,088.1	\$21,333.3	\$53,620.2
8	February	2010	\$383.5	\$6,173.4	\$21,716.8	\$59,793.6
9	March	2010	\$363.5	\$9,137.4	\$22,080.3	\$68,931.0
10	April	2010	\$363.5	\$15,571.4	\$22,443.7	\$84,502.4
11	May	2010	\$373.5	\$13,894.4	\$22,817.2	\$98,396.8
12	June	2010	\$363.5	\$12,548.6	\$23,180.7	\$110,945.5
13	July	2010	\$363.5	\$15,710.7	\$23,544.2	\$126,656.2
14	August	2010	\$403.5	\$16,009.7	\$23,947.7	\$142,665.9
15	September	2010	\$373.5	\$17,531.0	\$24,321.1	\$160,196.9
16	October	2010	\$359.5	\$18,132.3	\$24,680.6	\$178,329.2
17	November	2010	\$348.5	\$17,734.5	\$25,029.1	\$196,063.7
18	December	2010	\$338.5	\$18,067.2	\$25,367.6	\$214,130.9
19	January	2011	\$345.6	\$17,615.5	\$25,713.2	\$231,746.4
20	February	2011	\$345.6	\$17,796.4	\$26,058.8	\$249,542.8
21	March	2011	\$345.6	\$16,799.2	\$26,404.5	\$266,342.0
22	April	2011	\$345.6	\$24,038.3	\$26,750.1	\$290,380.4
23	May	2011	\$355.6	\$18,373.7	\$27,105.7	\$308,754.1
24	June	2011	\$355.6	\$17,914.5	\$27,461.3	\$326,668.5

CONSTRUCTION ADMINISTRATION AGREEMENT

Exhibit I - Draw Down Schedule in \$000

Construction period	Month		Draw Down Amount			
			Month		Cumulative	
			Private	Public	Private	Public
25	July	2011	\$345.6	\$18,979.6	\$27,806.9	\$345,648.1
26	August	2011	\$2,981.5	\$15,351.9	\$30,788.5	\$361,000.0
27	September	2011	\$20,916.8	\$0.0	\$51,705.2	\$361,000.0
28	October	2011	\$19,911.2	\$0.0	\$71,616.4	\$361,000.0
29	November	2011	\$19,049.5	\$0.0	\$90,665.9	\$361,000.0
30	December	2011	\$18,139.4	\$0.0	\$108,805.3	\$361,000.0
31	January	2012	\$17,771.9	\$0.0	\$126,577.2	\$361,000.0
32	February	2012	\$14,220.5	\$0.0	\$140,797.8	\$361,000.0
33	March	2012	\$5,054.8	\$0.0	\$145,852.6	\$361,000.0
Post-con	April	2012	\$1,693.3	\$0.0	\$147,545.8	\$361,000.0
Post-con	May	2012	\$1,534.8	\$0.0	\$149,080.7	\$361,000.0
Post-con	June	2012	\$872.0	\$0.0	\$149,952.7	\$361,000.0
Post-con	July	2012	\$770.1	\$0.0	\$150,722.8	\$361,000.0
Post-con	August	2012	\$770.1	\$0.0	\$151,492.8	\$361,000.0
Post-con	September	2012	\$670.5	\$0.0	\$152,163.4	\$361,000.0
Post-con	October	2012	\$553.9	\$0.0	\$152,717.3	\$361,000.0
Post-con	November	2012	\$670.5	\$0.0	\$153,387.8	\$361,000.0
Post-con	December	2012	\$612.2	\$0.0	\$154,000.0	\$361,000.0
Summary per period:						
Pre - construction			\$14,760.0	\$5,531.2	\$14,760.0	\$5,531.2
Construction months 1 - 12			\$8,420.7	\$105,414.2	\$23,180.7	\$110,945.5
Construction months 13 - 24			\$4,280.6	\$215,723.1	\$27,461.3	\$326,668.5
Construction months 25 - 33			\$118,391.2	\$34,331.5	\$145,852.6	\$361,000.0
Post - construction			\$8,147.4	\$0.0	\$154,000.0	\$361,000.0

CONSTRUCTION ADMINISTRATION AGREEMENT

EXHIBIT I-1

REIMBURSIBLE INTERIM COSTS – EXPENDITURE CATEGORIES

I - Project Costs (funded proportionally to County and City's funding contribution):

CM - Pre-Con Fee
CM - Hard Costs
CM - Misc
Testing and Inspection
Commissioning
Permitting
Insurance - PLL CLL (environmental)
Prof. Liability Program
Builders Risk
Wrap-Up
Insurance termination – minimum earned premiums and brokerage fee

II - Stadium Developer Paid Project (Soft) Costs

HOK, architect
Owner's Rep
Consultants & Legal Fees

III - County and City Soft Costs

County Owner's Rep
Legal Fees
Title Fees
Consultants
Surveys, Re-plating
A/E for MUSP
Environmental Insurance

EXHIBIT J

COUNTY PURCHASES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Miami-Dade County, being exempt from sales tax, shall directly purchase materials, equipment, supplies and other items for this Work for the purpose of realizing a sales tax savings. Such exemption to apply when Miami-Dade County is deemed to be the ultimate consumer of such materials, equipment, supplies or other items. Materials, equipment, supplies and other items as defined in the previous sentence and meeting said conditions shall hereinafter be referred to as "Owner Purchased Materials". "Owner" shall be defined as Miami-Dade County.

Stadium Developer and Construction Manager shall have full responsibility for scheduling purchases, choosing vendors, determining quantities, providing detailed material specifications for each purchase, obtaining vendor quotes for each purchase, providing specific information on all terms for the purchase(s), ensuring pricing for materials is F.O.B. destination (the job site), warranties, retainage, coordinating delivery dates and delivery, unloading the items, ensuring the items delivered are in conformance to the purchase order ("Purchase Order"), designating and providing on-site storage, reviewing and approving invoices, obtaining releases of claim, addressing all vendor performance issues and all other typical administrative and management practices for a construction project. Stadium Developer and Construction Manager, or his/her designee, shall be hereinafter referred to as the "DV/CM".

- B. Miami-Dade County will execute a Purchase Order to the vendor(s) designated by the DV/CM in accordance with the Requisition submitted by the DV/CM, to purchase the items directly from the vendor(s) exempt from sales tax. A general list of items that may be directly purchased via the method outlined herein and suitable for this process is included below in Section 2.01A. Any purchase made under this process must be at least \$10,000. The DV/CM shall employ and pay for a person or persons necessary to coordinate this purchasing process with Miami-Dade County. The Requisition for Purchase Order (the "Requisition") is a standard form (sample attached hereto as Attachment 1 to this **Exhibit J**) that will contain all necessary items and descriptions as defined in this **Exhibit J**. Miami-Dade County shall issue a Purchase Order reflecting the terms detailed by the Requisition.
- C. In accordance with State of Florida Statute 119, all records, transactions and written communications involving Miami-Dade County become public records and shall be available to the public, upon request, without regard to who has custody of the record. All parties participating in any transaction relative to this **Exhibit J**, including vendors, are subject to this statute and shall be so advised by the DV/CM.

1.02 BID REQUIREMENT

- A. Other than with respect to Owner Purchased Materials all other material, equipment, supplies and other items shall be subject to applicable Florida sales tax in accordance with applicable State laws and shall not be purchased through this process.

PART 2 PRODUCTS

2.01 PROPOSED PURCHASES BEING CONSIDERED BY MIAMI-DADE COUNTY – LIST OF OWNER PURCHASED MATERIALS

Miami-Dade County is considering Owner Purchased Materials as those listed on Attachment 2 to this **Exhibit J** for tax-exempt direct purchase pursuant to the State of Florida, Department of Revenue, Technical Assistance Advisement Letter. The list set forth in Attachment 2 to this **Exhibit J** is a representation of the items that may be purchased in relationship to the Work. Items not included in the list below can only be added or modified with prior authorization by the Board of County Commissioners ("Board"). Any additions require, at minimum, a ninety (90) day lead time before they can be presented to the Board for consideration.

PART 3 EXECUTION

3.01 PROCEDURES

- A. The DV/CM shall execute or cause to be executed a Requisition, clearly specifying the materials that Miami-Dade County will purchase directly under this process. All material terms negotiated by the DV/CM with the vendor (i.e., pricing, delivery date, payment terms, warranties, retainage, FOB), as more specifically described throughout this **Exhibit J**, shall be noted on the Requisition. Miami-Dade County shall, within five (5) Business Days of receipt of the Requisition, prepare its Purchase Order for the items and the terms listed on the Requisition. Miami-Dade County shall deliver such Purchase Order to the awarded vendor with a copy to the DV/CM.

"Business Days" specifically excludes holidays observed by Miami-Dade County and weekends. A calendar showing holidays observed by Miami-Dade County will be provided to the DV/CM for each calendar year, beginning with a 2009 calendar.

The five (5) Business Days assumes Miami-Dade County receives the Requisition clearly delineating all the necessary specifications and terms in order to issue a Purchase Order. All Owner Purchased Materials shall be delivered FOB Destination by the delivery date specified in the Purchase Order. The terms quoted by the vendor shall include shipping and handling insurance and shall be stated as such on the vendor quote, Requisition and Purchase Order. The DV/CM shall have confirmed with the chosen vendor the availability of the requested items under the terms specified in the Requisition. Miami-Dade County shall have no responsibility or obligation to obtain any additional confirmation on terms, specifications or pricing with the vendor(s) for the items identified by the Requisition. The five (5) Business Day period also assumes that the chosen vendor(s) is already a vendor existing within the Miami-Dade County financial system at the time of receipt of the Requisition. The vendor shall be strongly encouraged by the DV/CM to provide information to Miami-Dade County so that Automated Clearing House (ACH) payments can be made to the vendor(s). Prior to submission of a Requisition, coordination and verification of the vendor status within Miami-Dade County's financial system must take place.

Requisitions that are submitted with incomplete information or for vendors that are not in the financial system shall be promptly rejected by Miami-Dade County and returned to DV/CM. The five (5) Business Day period shall commence again upon receipt of a complete Requisition.

- B. All vendors shall comply with the terms of the Purchase Order, including having a valid vendor number. In addition, all vendors not registered in the Miami-Dade County financial system shall comply with the requirements of being added to the system by providing a signed W-9 form for the business entity under which they operate.
- C. Miami-Dade County shall not be held liable for any loss or damage for delays caused by others, such as non-compliance with the provisions of this **Exhibit J**, including acts of nature, strikes, or other causes beyond the control or fault of Miami-Dade County.
- D. Notwithstanding the transfer of Owner Purchased Materials by Miami-Dade County to DV/CM's possession, Miami-Dade County shall retain title to any and all Owner Purchased Materials. Retaining of such title by Miami-Dade County shall not relieve the DV/CM of the responsibility for oversight of the Owner Purchased Materials.
- E. DV/CM shall, on Miami-Dade County's behalf, purchase and maintain, or cause to be purchased and maintained, builder's risk insurance pursuant to the requirements set forth in the Construction Administration Agreement. Such insurance shall in an amount sufficient to cover the replacement cost of the Owner Purchased Materials and shall protect against loss or damage to the Owner Purchased Materials from the moment Miami-Dade County gains title of such material upon delivery to the job site until such time as Owner Purchased Materials are incorporated into the Work and are accepted. Miami-Dade County shall be named as an additional insured on the policy and shall receive any proceeds related to any claims on the Owner Purchased Materials.
- F. Miami-Dade County shall not be liable for any costs associated with interruption or delay in the Work or for any extra costs relating to the Work resulting from incorrect, incomplete or damaged material, delay in the delivery of Owner Purchased Materials to the extent such interruptions, delays or costs are due, in whole or in part, to acts of nature, strikes or other causes beyond the control of Miami-Dade County or the actions of others. The DV/CM has responsibility and accountability to resolve any and all performance issues with the vendors it selects to provide Owner Purchased Materials.
- G. Pursuant to the Purchase Order, the vendor shall provide the required quantity of materials at the price established in the vendor's quote to the Subcontractor or Construction Manager, less the sales tax associated with such price.
- H. In addition to other responsibilities stated in this **Exhibit J**, the DV/CM shall also be responsible for any and all matters related to the receipt of the Owner Purchased Materials, including but not limited to visually inspecting and testing, if required by the Construction Documents, to ensure Owner Purchased Materials conform to the Purchase Order and the Drawings and Specifications. The DV/CM shall also be responsible for acceptance of the Owner Purchased Materials at the time of delivery. The DV/CM shall coordinate delivery schedules, sequence of delivery, loading orientation, storage of Owner Purchased Materials and other arrangements typically required by construction managers. Miami-Dade County shall assume all risk associated with, any act or omission of Miami-Dade County, the Government Representatives or any employee of Miami-Dade County that, under the direction of Miami-Dade County, impairs or otherwise adversely affects any warranty or other contract right of Miami-Dade County pursuant to the Purchase Order provided that such adverse matters related to Owner Purchased Materials are not due to acts of nature, strikes or other causes beyond the control of Miami-Dade County or are the results, in whole or in part, of the actions of others. The DV/CM shall unload the Owner Purchased Materials and provide adequate and secure storage to protect them from loss or damage from the time of delivery and throughout installation into the Work up to the time when Stadium Developer accepts the Work. It shall be the DV/CM's responsibility to provide all paperwork and evidence necessary and to file any claims promptly to recover loss or damage to Owner Purchased

Materials. DV/CM shall compile all paperwork and file all claims resulting from Owner Purchased Materials lost, broken, vandalized or stolen while under the control of DV/CM.

If DV/CM discovers defective or non-conforming Owner Purchased Materials, then DV/CM shall not utilize or incorporate such Owner Purchased Materials into the Work. Instead, DV/CM shall promptly notify the vendor of the defective or non-conforming condition so as not to delay the Work.

- I. All repairs, maintenance or damage repair calls shall be forwarded to and managed by the DV/CM for resolution with the appropriate vendor. Notification to the vendor by DV/CM shall include rescinding of any invoices by the vendor for the defective or non-conforming material. DV/CM shall immediately notify Miami-Dade County in the event invoices had been already approved for payment. Additionally, DV/CM shall notify Stadium Developer of such occurrence. DV/CM shall pursue repair or replacement of the defective or non-conforming Owner Purchased Materials without any undue delay or interruption to the Work.

If DV/CM fails to perform a visual inspection and otherwise incorporates defective or non-conforming Owner Purchased Materials into the Work, the conditions of which it either knew or should have known by performance of a visual inspection, then DV/CM shall be responsible for all costs of increased time and any other re-work costs resulting from the incorporation of such defective or non-conforming Owner Purchased Materials into the Work that Miami-Dade County and Stadium Developer would have avoided if DV/CM complied with its responsibilities set forth in this Part 3, EXECUTION. No visual inspection shall relieve DV/CM from responsibility for the failure of any Owner Purchased Materials to conform to the requirements of the Purchase Order and the Drawings and Specifications.

- J. DV/CM shall maintain records of all Owner Purchased Materials it receives at the job site as well as records of Owner Purchased Materials it incorporates into the Work from the stock of the Owner Purchased Materials. These records shall be current and readily available upon request by Miami-Dade County or Stadium Developer, and shall be reported and reconciled monthly comparing:
 - a. Owner Purchased Materials to be ordered pursuant to the Construction Schedule
 - b. Owner Purchased Materials Ordered, Received, and Paid
 - c. Owner Purchased Materials On Hand
 - d. Owner Purchased Materials Incorporated into the Work

The cost for any Owner Purchased Materials ordered and not utilized in the Work shall be reconciled on a monthly basis, reported to Miami-Dade County and, if returned to the vendor or sold for salvage, credited against the GMP under the Construction Management Contract with a Change Order, with a corresponding credit to the County's funding obligations under the Construction Administration Agreement.

- K. In connection with each Purchase Order relating to Owner Purchased Materials used in connection with work performed under the Construction Management Contract, a deduct Change Order against the GMP under the Construction Management Contract will be executed by Stadium Developer and DV/CM no later than fifteen (15) Business Days from the date of each Purchase Order, for the full amount of the purchase, plus the amount of sales tax that would have been applicable to the purchase.

- L. DV/CM shall obtain and manage all warranties and guarantees provided by vendor(s) and manufacturer(s) for all Owner Purchased Materials required by the Construction Documents.
- M. Accurate and current invoices shall be submitted by the vendor(s) when the correct material is received. Original invoices are to be sent to Miami-Dade County and to the DV/CM with Miami-Dade County shown as the entity being invoiced. It is the policy of Miami-Dade County that payment for all purchases by Miami-Dade County shall be made in a timely manner and that interest payments be made on late payments. Miami-Dade County shall not be held liable for costs associated with any interest payments or any delay charges for late payments made as a result of instructions, directions or late approvals by the DV/CM. All payments due from Miami-Dade County and not made within the time specified by this section shall bear interest on the unpaid balance from thirty (30) days after the due date at the rate of one percent (1%).

On a weekly basis, DV/CM shall submit all vendor invoices on hand for Owner Purchased Materials delivered to the Work site that are approved for payment. The approval by the DV/CM to issue payment is demonstrated by a signature from the DV/CM on the original vendor invoice signed adjacent to the words 'Approved for Payment'.

- N. Invoices released and approved for payment by DV/CM shall be accompanied by all appropriate documentation as described in this **Exhibit J** and shall be sent to Miami-Dade County no later than seven (7) days after receipt from vendor(s) of a properly completed and executed invoice. DV/CM is responsible for notifying and resolving non-performance and defects on non-conforming items with each vendor.
- O. In order to arrange for prompt payment to the vendor, the DV/CM shall provide to Miami-Dade County a list of Owner Purchased Materials that have been accepted and approved for payment in the monthly payment requests accompanying the invoice(s) submitted for payment. The invoice package shall include the summary as well as:
 - a. Documentation, such as a delivery ticket, bill of lading, packing slip, listing the Purchase Order number under which such item(s) were purchased
 - b. The actual approved/signed invoice;
 - c. A copy of the applicable Purchase Order;
 - d. Signed authorization of acceptance of delivered items;
 - e. Partial or final releases of claim, as appropriate; and
 - f. Such other documentation as required by the Construction Administration Agreement in order to effect payment.
- P. Miami-Dade County will assign a Miami-Dade County employee as Miami-Dade County Project Administrator ("MDCPA") to verify and audit the accuracy of the documentation relating to Owner Purchased Materials. Within seven (7) Business Days of receipt of the invoice including the above-referenced documents, the MDCPA will determine whether the invoice is payable and prepare a voucher for approval and submission to Miami-Dade County's Finance Department. Miami-Dade County's Finance Department shall release an ACH payment or prepare and release a check drawn to the vendor based upon the receipt of data provided. This ACH payment or check shall be released and remitted directly to the vendor. Miami-Dade County shall have twenty five (25) calendar days to process invoices beginning on the date the County receives a proper invoice for goods received that has been authorized for payment by the DV/CM. Miami-Dade County shall provide the DV/CM a monthly report as to the amount, date, payee and check number/ACH confirmation number, as applicable, of all such direct payments to vendors.

In addition, Miami-Dade County will promptly notify DV/CM in writing of any instances when non-payment or less than full payment is made on an invoice, specifying all reasons for withholding payment (or partial payment) unless such request to withhold payment was initiated by DV/CM. All requests to withhold payment by DV/CM must be submitted in writing to Miami-Dade County.

- Q. Miami-Dade County is responsible to make payments to vendors for the Owner Purchased Materials. If Miami-Dade County fails to make payments in accordance with this **Exhibit J** for any reason other than the fault or neglect of the vendor or DV/CM, then Miami-Dade County will be liable for any increased costs or expenses (including schedule acceleration costs) caused by such failure. Claims, delays charges and interest for non-payment to vendors that arise from the actions or directions of DV/CM including any actions that are not caused or under the control of Miami-Dade County shall be the responsibility of DV/CM. Owner Purchased Materials shall be funded from the County Account and the City Account, as applicable, pursuant to the terms of the Construction Administration Agreement. DV/CM shall identify to the County and the City those Owner Purchased Materials that will not be purchased until later in the construction process, which identification shall be sufficiently in advance so as to assure that the City Account and the County Account will maintain adequate reserves to fund such Owner Purchased Materials as when and due. Any reserves so established shall be deemed funds disbursed for purposes of determining when the Stadium Developer must deposit funds into the Stadium Developer Account pursuant to Section 6.4(c) of the Construction Administration Agreement. If no reserves are available to fund the requested materials, then Miami-Dade County may withdraw funds from the Stadium Developer Account by submitting to the holder of such account a funding request in the form of **Exhibit L** to the Construction Administration Agreement, or pursuant to such other procedures as may be required by the terms of the Team Affiliate's financing, subject to the Government Parties' having satisfied their respective funding obligations pursuant to Article VI of the Construction Administration Agreement. Miami-Dade County shall simultaneously provide a copy of any such funding request, and the supporting documentation required thereby, to the Stadium Developer. Miami-Dade County shall have no obligation to submit a purchase order or to purchase the requested materials until it is in receipt of funds in an amount sufficient to fund the purchase of such materials.
- R. Construction Manager agrees to indemnify and hold harmless Miami-Dade County and Developer from any and all claims resulting from non-payment to vendors that arise from the actions or directions of Construction Manager.
- S. The DV/CM shall be responsible for obtaining partial or final release of claim waivers to be submitted, as applicable, when payment of invoices are requested. All waivers, other than the final waivers, shall be conditioned on payment of the invoice submitted. DV/CM must ensure that all terms agreed upon with selected vendors are consistent with this **Exhibit J**. Vendor agreements with the DV/CM and Stadium Developer shall be clear in stating that partial or final releases of claim not being provided along with invoices for payment shall render the invoices not payable and shall be considered the fault of others and not the fault of Miami-Dade County.
- T. The provisions of the Community Small Business Enterprise ("CSBE") Program Goals (as included in the Construction Documents) shall be applicable to all of the Owner Purchased Materials. The CSBE participation measures apply to the complete contract award amount, which includes the purchases by Miami-Dade County as outlined in this **Exhibit J**. Purchases executed by Miami-Dade County as outlined in this **Exhibit J** which are installed and/or utilized by CSBE's that have an executed subcontract agreement including materials and installation, shall be reported as contributing to the participation goals.

- U. At the end of the Work, any refund for surplus Owner Purchased Materials returned to vendors, plus applicable sales tax savings amount, shall be credited to the Cost of the Work by credit Change Order to the Construction Management Agreement. Salvage materials shall be the property of Miami-Dade County and stored or removed from the Work site by DV/CM at Stadium Developer's direction.

Stadium Developer, Construction Manager and Miami-Dade County shall perform their respective obligations in a timely and expeditious manner, consistent with the Construction Schedule and this **Exhibit J**.

ATTACHMENT 1

REQUISITION FOR PURCHASE ORDER

Page 1

DV/CM
Name
Address

The DV/CM have reviewed the Contract specifications and the requested materials/product description within this proposed direct materials purchase, in order to realize a State of Florida Sales Tax Savings. We hereby acknowledge that the materials/products stated are in compliance with the Contract Documents.

Acknowledged By: _____ Date: _____
Name/Title: _____
Company Name: _____

The DV/CM and its Subcontractors shall insure that the directly purchased materials conform to the Specifications and Drawings, as applicable as described in item _____.

Subcontractor Information

Signature: _____ Date: _____
Printed Name: _____
Title: _____
Company Name: _____

Sub-subcontractor Information

Signature: _____ Date: _____
Printed Name: _____
Title: _____
Company Name: _____

Construction Managers Information

Signature: _____ Date: _____
Printed Name: _____
Title: _____
Company Name: _____

Project Manager

TERMS TO BE ADDED TO PURCHASE ORDER

1. Non-conforming material will be returned to the vendor at the vendor's risk and expense.
2. In the event the vendor defaults on the delivery date, the buyer may procure the goods from other sources and charge the vendor as liquidated damages any excess cost or damages occasioned thereby.
3. Non-conforming, defective or damaged goods must be immediately replaced by the date indicated by the buyer. Failure to remedy by the required date shall render the vendor in default and the buyer may procure the goods from other sources and charge the vendor as liquidated damages any excess cost or damages occasioned thereby.

For the price of (exclusive of sales tax but freight) material only	\$
Sales tax at a rate of 6.5% on first \$5,000, 6% on remainder	\$
Additional Cost, i.e. Bond, etc.	\$
Total of Material and Sales Tax is	\$

Note: Please attach Quotation with all backup documents.

SUBCONTRACTOR

FEIN: _____
Name: _____
Address: _____

Ph No.: _____
Contact: _____
Fax No.: _____

Authorized by: _____
Date: _____

**** The above referenced submittal No.(s) does not relieve the Construction Manager, Subcontractor, and the supplier from the responsibility of providing the materials in accordance with Contract documents, drawings & Specifications.**

FOB: Job Destination. All vendors to provide shipping in accordance with contract documents.

Fee of _____% of cost of materials for returning unused or excess materials. Credit to be given to Miami-Dade County.

Venue for legal proceedings, if any, shall be in
Miami-Dade County, Florida

Non-conforming, defective or damaged goods must be immediately replaced by the date indicated by the buyer. Failure to remedy by the required date shall render the vendor in default and the buyer may procure the goods from other sources and charge the vendor as liquidated damages any excess cost or damages occasioned thereby.

In accordance with State of Florida Statute 119, all records, transactions, related documentation and written communications involving Miami-Dade County become public records and shall be available to the public, upon request, without regard to who has custody of the record. All parties participating in any transaction relative to this Exhibit J, including vendors, are subject to this statute and shall be so advised by the DV/CM.

Additional Cost, i.e. Bond,
etc.

DO NOT WRITE BELOW THIS LINE. DV/CM OFFICE USE ONLY

Director _____ Date _____

171

ATTACHMENT 2

1. ¾" Gravel Sub Base Material
2. Access Doors
3. Access Flooring
4. Acoustical Ceilings
5. Acoustical Wall Panels
6. Air Handling Equipment
7. Air Handling Units
8. Appliances
9. Asphalt/Concrete Paving
10. Audio Equipment
11. Pile Grout
12. Pile Reinforcing Steel
13. Boilers
14. Building Controls System Equipment
15. Carpet
16. Cast-In-Place Concrete
17. Caulking & Sealants
18. Cold Formed Metal Framing
19. Concrete Material
20. Concrete Pavers
21. Concrete Reinforcing Steel
22. Concrete Unit Masonry
23. Cooling Towers
24. Curtainwall Aluminum Extrusions
25. Curtainwall Glass
26. Domestic Water Piping
27. Domestic Water Pumps
28. Door Hardware
29. Electrical Conduit
30. Electrical Disconnects
31. Electrical Switchgear & Transformers
32. Electrical Wiring
33. Elevators (As applicable to State Tax Laws)
34. Emergency Generators
35. Epoxy
36. Escalators (As applicable to State Tax Laws)
37. Exhaust Fans
38. Exhaust Hoods
39. Expansion Joint Cover Assemblies
40. Expansion Joint Covers
41. FFE Equipment
42. Field Wall Pads
43. Finish Hardware
44. Fire Alarm Equipment & Wiring
45. Fire Extinguisher Cabinets/Extinguishers
46. Fire Protection Sprinkler Heads
47. Fire Protection Sprinkler Pipe
48. Fire Protection Valves and Tamper Switches
49. Fire Pumps & Controllers
50. Fire Stopping Material
51. Fireproofing Material
52. Flag Poles
53. Flush Wood Doors

54. Food Service Equipment (Concessions Kiosks)
55. Furnishings, Fixture and Equipment Package
56. Grout
57. Gypsum Board
58. Hollow Metal Doors and Frames
59. Hydrotherapy Equipment
60. Irrigation equipment and piping
61. Irrigation Piping and Controllers
62. Irrigation Pumps
63. Landscaping
64. Laundry Equipment
65. Lighting Control Equipment
66. Lighting Fixtures
67. Loading Dock Equipment
68. Lockers
69. Louvers
70. Masonry
71. Masonry Grout
72. Masonry Reinforcing Steel
73. Mechanical Insulation
74. Mechanical Piping
75. Mechanical Pumps
76. Mechanical Valves
77. Metal Deck
78. Metal Wall Panels
79. Mirrors
80. Motor Starters
81. Operable Mechanization Motors
82. Overhead Doors
83. Paint
84. Plumbing Fixtures
85. Plumbing Piping
86. Plumbing Valves
87. Precast Concrete
88. Precast Masonry Headers
89. Precast Seating (As Applicable by State Tax Laws)
90. Pumps
91. Reinforcing Steel
92. Resilient Flooring and Accessories
93. Roofing Materials
94. Sanitary Piping
95. Sanitary Sewage System
96. Saunas
97. Site Accessories
98. Site Lighting
99. Sitework Concrete
100. Sitework Concrete Structures & Covers
101. Sitework Valves
102. Sound and Communications Equipment
103. Stadium Seats
104. Stage Lighting Controls
105. Steel Deck
106. Steel Joists
107. Stone (Exterior and interior)
108. Storefront Door System
109. Storm / Flood Protection at Windows and Doors

- 110. Storm Drainage Wells
- 111. Storm Water Piping
- 112. Structural Steel
- 113. Switchgear & Transformers
- 114. Thermoplastic Membrane Roofing
- 115. Ticket Windows
- 116. Tile & Grout
- 117. Toilet Accessories
- 118. Toilet Partitions
- 119. Trees
- 120. Tube Railing / Misc. Metals
- 121. Variable Frequency Drives
- 122. VAV Boxes
- 123. Walk-In Freezers & Coolers
- 124. Waterproofing Material
- 125. Wheel Chair Lifts (As applicable to State Tax Laws)
- 126. Windows

EXHIBIT K

STADIUM BUDGET INCLUDING RELATED COUNTY AND CITY COSTS BY SOURCE
OF FUNDING

<u>Source</u>	<u>County</u>	<u>Team</u>	<u>City</u>	<u>Total</u>
<u>Stadium</u>				
Private Contribution*		154,000,000		154,000,000
Professional Sports Tax/Tourist Development Tax Financing	237,500,000			237,500,000
County Convention Development (CDT) Tax Financing	60,000,000			60,000,000
City CDT Tax Financing			13,500,000	13,500,000
General Obligation Bonds	<u>50,000,000</u>			<u>50,000,000</u>
<u>Total: Stadium Facility</u>	<u>\$347,500,000</u>	<u>\$154,000,000</u>	<u>\$13,500,000</u>	<u>\$515,000,000</u>
<u>Public Infrastructure/Other</u>				
Private Contribution**		1,000,000		1,000,000
County CDT Cash Carryover	1,630,000			1,630,000
County Financing***	9,119,000	2,000,000		11,119,000
County Interest Earnings	6,703,000			6,703,000
County Water/Wastewater	3,184,000			3,184,000
City Various Sources			<u>12,587,000</u>	<u>12,587,000</u>
<u>Total: Infrastructure, LEED Certification and County Soft Costs/Reserve</u>	<u>\$20,636,000</u>	<u>\$3,000,000</u>	<u>\$12,587,000</u>	<u>\$36,223,000</u>

*\$35 million of the \$154 million Team Funding Contribution is funded in part through annual payments to the County, beginning with a \$2.3 million payment in the first Operating Year and increasing 2 percent per year, for each Operating Year during the initial thirty-five year term of the Operating Agreement

**The Stadium Developer has retained the architect (HOK) to provide all design services for the Public Infrastructure work. The Stadium Developer shall contribute \$1,000,000 to the Public Infrastructure Costs as provided for in Section 3.8(a) of the Construction Administration Agreement.

***Includes \$9.119 million of CDT financing and \$2 million of debt offset by Team rent payments

Exhibit L

FORM OF FUNDING REQUEST

[To be typed on Stadium Developer Letterhead]

Stadium Developer Requisition Certificate

Payment No. _____

[Name and address of Government Representative for the County Account]

[Name and address of Government Representative for the City Account]

[Name and address of Account Holder for the Stadium Developer Account]

Ladies and Gentlemen:

This Requisition Certificate is delivered by Marlins Stadium Developer, LLC, a Delaware limited liability company (the "**Stadium Developer**"), pursuant to the provisions of the Construction Administration Agreement, dated _____, 2009 (the "**CAA**"), by and among the Miami-Dade County, a political subdivision of the State of Florida (the "**County**"), the City of Miami, a municipal corporation of the State of Florida (the "**City**"), and the Stadium Developer. All capitalized terms not defined herein shall have the meaning ascribed to those terms in the CAA, as the same may amended from time to time.

The Stadium Developer hereby requests disbursement in the aggregate amount of:

\$ _____ for Stadium Project Costs; or

\$ _____ for Public Infrastructure Costs

The requested disbursements should be drawn from the following Funding Accounts in the following amounts:

Account:

County Account for Stadium Project Costs
County Account for Public Infrastructure Costs
City Account for Stadium Project Costs
City Account for Public Infrastructure Costs
Stadium Developer Account

Disbursement Amount:

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

The disbursement(s) should be made to the payee(s) shown on **Schedule 1** attached hereto.

The Stadium Developer hereby certifies:

(1) Each item for which payment or reimbursement is herein requested was incurred in connection with the Baseball Stadium Project or the Public Infrastructure, as the case may be, and are costs eligible for payment or reimbursement in accordance with the CAA;

(2) All amounts have been paid by Stadium Developer to the payees listed on Stadium Developer's previous funding requisitions, and Stadium Developer has received evidence that all persons and entities listed on Stadium Developer's previous funding requisitions (including the Construction Manager and its subcontractors, as applicable) have been paid the respective amounts listed on the previous funding requisitions;

(3) With respect to the Stadium Project Costs, attached hereto as **Schedule 2** are copies of the following documents: (a) with respect to disbursement requests relating to work or services performed under the Construction Management Contract, (i) the Application for Payment of the Construction Manager and (ii) all documentation required by the Construction Management Contract to accompany the Application for Payment; and (b) with respect to disbursement requests relating to any other Stadium Project Costs, (i) the invoice or payment application of the payee for whom payment is being requested and (ii) all documentation required by the payee's contract to accompany the invoice or payment application;

(4) With respect to the Public Infrastructure Costs, attached hereto as **Schedule 3** are copies of the following documents: (a) with respect to disbursement requests relating to work or services performed under the Construction Management Contract, (i) the Application for Payment of the Infrastructure CM and (ii) all documentation required by the Construction Management Contract to accompany the Application for Payment; and (b) with respect to disbursement requests relating to any other Public Infrastructure Costs, (i) the invoice or payment application of the payee for whom payment is being requested and (ii) all documentation required by the payee's contract to accompany the invoice or payment application; and

(5) Attached hereto as **Schedule 4** is a Summary of Costs and Disbursements setting forth budgeted amounts, previous draw requests made and current draw requests for the Stadium Project Costs and the Public Infrastructure Costs .

Signature page to Stadium Developer Requisition Certificate

Payment No. _____

Dated this _____ day of _____, 2008.

MARLINS STADIUM DEVELOPER, LLC

By: _____

Name: _____

Title: _____

SCHEDULE 1 TO STADIUM DEVELOPER REQUISITION CERTIFICATE

Schedule of Amounts Due and Payable

Note: Per Section 5.2(d) of the CAA, payments made to the Construction Manager for its performance of construction management services (i.e., management fee, profit, office overhead, general conditions performed or provided by the Construction Manager as part of its construction management services and cost of work that is self-performed by the Construction Manager), shall be made by a dual party check (or other dual party payment method) in the name of the Stadium Developer and the Construction Manager. Where appropriate, such dual party payments are noted in the payee column below.

A. Baseball Stadium Project

<u>Name and Address of Payee</u>	<u>Payment Requested</u>	<u>Work /Services Performed</u>
----------------------------------	--------------------------	---------------------------------

B. Public Infrastructure

<u>Name and Address of Payee</u>	<u>Payment Requested</u>	<u>Work /Services Performed</u>
----------------------------------	--------------------------	---------------------------------

SCHEDULE 2 TO STADIUM DEVELOPER REQUISITION CERTIFICATE

Attached are the pay applications, invoices and related backup documentation relating to work performed or services rendered in connection with the Baseball Stadium Project. Also attached is the affidavit of the Construction Manager certifying that it has paid in full all subcontractors listed in its previous Application for Payment.

SCHEDULE 3 TO STADIUM DEVELOPER REQUISITION CERTIFICATE

Attached are the pay applications, invoices and related backup documentation relating to work performed or services rendered in connection with the Public Infrastructure. Also attached is the affidavit of the Construction Manager certifying that it has paid in full all subcontractors listed in its previous Application for Payment.

SCHEDULE 4 TO STADIUM DEVELOPER REQUISITION CERTIFICATE

SUMMARY OF COSTS & DISBURSEMENTS

Stadium Project Costs

	COUNTY Stadium Project Costs	CITY Stadium Project Costs	DEVELOPER Stadium Project Costs	TOTAL
Budgeted Amounts	\$ _____	\$ _____	\$ _____	\$ _____
Net Change by Change Orders	\$ _____			
Contract Sum	\$ _____	\$ _____	\$ _____	\$ _____
County Procurements				
Adjusted Available Budgeted Amt	\$ _____			
Total of Previous Draws	\$ _____	\$ _____	\$ _____	\$ _____
Total of Previous Retainage	\$ _____	\$ _____	\$ _____	\$ _____
Amount Available	\$ _____	\$ _____	\$ _____	\$ _____
Current Draw Request	\$ _____	\$ _____	\$ _____	\$ _____
Less: Retainage	\$ _____	\$ _____	\$ _____	\$ _____
Current Payment Due	\$ _____	\$ _____	\$ _____	\$ _____

Public Infrastructure Costs

	COUNTY Public Infrastructure Costs	CITY Public Infrastructure Costs	TOTAL
Budgeted Amounts	\$ _____	\$ _____	\$ _____
Net Change	\$ _____	\$ _____	\$ _____
Contract sum	\$ _____	\$ _____	\$ _____
Total of Previous Draws	\$ _____	\$ _____	\$ _____
Total of Previous Retainage	\$ _____	\$ _____	\$ _____
Amount Available	\$ _____	\$ _____	\$ _____
Current Draw request	\$ _____	\$ _____	\$ _____
Less: Retainage	\$ _____	\$ _____	\$ _____
Current Payment Due	\$ _____	\$ _____	\$ _____

EXHIBIT M

AFFIDAVIT

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The undersigned, a duly authorized representative of Double Play Company ("Team Owner"), represents that Team Owner owns the controlling interest ("Controlling Interest") in the Florida Marlins, L.P., a Delaware limited partnership ("Team"), and as such has sole decision making authority with regard to the Team.

In connection with the issuance by Miami-Dade County, Florida (the "County") of bonds (the "Bonds") to finance the cost of construction of a new baseball stadium for use by the Team, the Team Owner represents to the County that it does not presently intend to sell or otherwise divest itself of the Controlling Interest in the Team for a period of five years from the date hereof and acknowledges that the County is issuing the Bonds in reliance on this representation.

FURTHER AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, I set my hand this ____ day of _____, 2009.

Double Play Company

By: _____

Name of signer
Title

Subscribed and sworn to before me, a notary public, this ____ day of _____, 2009.

Notary Public

My commission Expires:

EXHIBIT N

PRELIMINARY MILESTONES SCHEDULE

Activity ID	Activity Description	Early Start	Early Finish	2008	2009	2010	2011	2012
CRITICAL ITEMS								
CRITICAL ITEM								
M0230	MUSP PROCESS	21JUL08A	29MAY09					
BALLPARK								
DESIGN/REVIEW/ESTIMATES								
M0250	RECONCILE SD DRAWINGS DOCUMENTS		09DEC08A					
M0240	DESIGN AND DEVELOPMENT DRAWINGS (DDs)	09DEC08A	09MAR09					
M0320	ISSUE PERMIT PACK 1 : FOUNDATION/SITE UTILITY		01APR09					
M0320A	CITY/COUNTY REVIEW PERMIT PK 1: FDN/SITE UTILITY	01APR09	01JUN09					
M0330	ISSUE PERMIT PACK 2 : STRUCTURAL		01JUN09					
M0330A	CITY/COUNTY REVIEW PERMIT PACK 2	01JUN09	31JUL09					
M0300	GMP ESTABLISHED		21SEP09					
M0290	CONSTRUCTION DOCUMENTS	10MAR09	08DEC09					
M0340	ISSUE PERMIT BID PACK 3 : BALANCE		08DEC09					
M0340A	CITY/COUNTY REVIEW PERMIT PACK 3	08DEC09	08FEB10					
PROCUREMENT								
		12JAN09	01APR10					
CONSTRUCTION								
0001	NOTICE TO PROCEED NEW STADIUM CONSTRUCTION	01JUL09						
0101	PROCURE PERMITS TO COMMENCE CONSTRUCTION		01JUL09					
1200	SITE PREPARATION & EARTHWORK	01JUL09	01SEP09					
1025	CONCRETE FRAME	20AUG09	12SEP11					
1080	ROOF PANEL - ASSEMBLY	16JUL10	17OCT11					
1170	BUILD-OUT INTERIORS	02AUG10	10FEB12					
1110	INSTALL PLAYING FIELD	04JAN12	02MAR12					
1180	COMMISSION BASE BUILDING	31OCT11	29MAR12					
MILESTONES								
5570	OPERATIONS OFFICE AREA AVAILABLE	09JAN12						

MUSP PROCESS

- ◆ RECONCILE SD DRAWINGS DOCUMENTS
- ◆ DESIGN AND DEVELOPMENT DRAWINGS (DDs)
- ◆ ISSUE PERMIT PACK 1 : FOUNDATION/SITE UTILITY
- ◆ CITY/COUNTY REVIEW PERMIT PK 1: FDN/SITE UTILITY
- ◆ ISSUE PERMIT PACK 2 : STRUCTURAL
- ◆ CITY/COUNTY REVIEW PERMIT PACK 2
- ◆ GMP ESTABLISHED
- ◆ CONSTRUCTION DOCUMENTS
- ◆ ISSUE PERMIT BID PACK 3 : BALANCE
- ◆ CITY/COUNTY REVIEW PERMIT PACK 3

- ◆ NOTICE TO PROCEED NEW STADIUM CONSTRUCTION
- ◆ PROCURE PERMITS TO COMMENCE CONSTRUCTION
- ◆ SITE PREPARATION & EARTHWORK
- ◆ CONCRETE FRAME
- ◆ ROOF PANEL - ASSEMBLY
- ◆ BUILD-OUT INTERIORS
- ◆ INSTALL PLAYING FIELD
- ◆ COMMISSION BASE BUILDING
- ◆ OPERATIONS OFFICE AREA AVAILABLE

Start Date 19AUG07
 Finish Date 30NOV12
 Data Date 06JAN09
 Run Date 26JAN09 09:28

Sheet 1 of 2

FLORIDA MARLINS PRELIMINARY MILESTONES SCHEDULE



185

Activity ID	Activity Description	Early Start	Early Finish	2008	2009	2010	2011	2012
5500	CONCESSIONAIRE OFFICE AVAILABLE	22FEB12						
6000	FOOD SERVICE AREAS AVAILABLE	22FEB12						
6500	SCOREBOARD CONTROL ROOM AVAILABLE	22FEB12						
5000	MARLINS OFFICE AVAILABLE	15MAR12						
9999	SUBSTANTIAL COMPLETION		30MAR12					
PUBLIC INFRASTRUCTURE								
DESIGN/REVIEW/ESTIMATES								
5565	CIVIL DESIGN - PUBLIC INFRASTRUCTURE	03NOV08A	30APR09					
5560	ESTABLISH GMP - INFRASTRUCTURE	08MAY09	15JUN09					
CONSTRUCTION								
		01JUN09	29FEB12					
PARKING GARAGE								
DESIGN/REVIEW/ESTIMATES								
6510	SELECTION OF DESIGN TEAM	02FEB09*	27FEB09					
6520	SELECTION OF CONSTRUCTION TEAM	02MAR09	30MAR09					
6525	50% CONSTRUCTION DOCUMENT DESIGN DELIVERABLE	02MAR09	29MAY09					
6540	100% CONSTRUCTION DOCUMENT DESIGN DELIVERABLE	01JUN09	31AUG09					
6550	ESTABLISH GMP	01OCT09	30OCT09					
CONSTRUCTION								
6575	P4 PARKING GARAGE (SOUTH EAST)	03MAY10	31JAN11					
6580	P3 PARKING GARAGE (SOUTH WEST)	01JUL10	31MAR11					
6585	P2 PARKING GARAGE (NORTH EAST)	03JAN11	30DEC11					
6590	P1 PARKING GARAGE (NORTH WEST)	01MAR11	28FEB12					

CONCESSIONAIRE OFFICE AVAILABLE

FOOD SERVICE AREAS AVAILABLE

SCOREBOARD CONTROL ROOM AVAILABLE

MARLINS OFFICE AVAILABLE

SUBSTANTIAL COMPLETION

CIVIL DESIGN - PUBLIC INFRASTRUCTURE

ESTABLISH GMP - INFRASTRUCTURE

SELECTION OF DESIGN TEAM

SELECTION OF CONSTRUCTION TEAM

50% CONSTRUCTION DOCUMENT DESIGN DELIVERABLE

100% CONSTRUCTION DOCUMENT DESIGN DELIVERABLE

ESTABLISH GMP

P4 PARKING GARAGE (SOUTH)

P3 PARKING GARAGE (SOUTH)

P2 PARKING GARAGE (NORTH EAST)

P1 PARKING GARAGE (NORTH WEST)

Start Date
Finish Date
Data Date
Run Date

19AUG07 0122
30NOV12
08JAN09
26JAN09 08:28

Sheet 2 of 2

FLORIDA MARLINS PRELIMINARY MILESTONES SCHEDULE

EXHIBIT O

In addition to the requirements already specified throughout the Construction Administration Agreement, and specifically Section 5.2 thereof, the Construction Management Contract shall include the following requirements:

1. The Construction Manager shall comply with all Applicable Laws, including but not limited to the Florida Building Code, Chapter 119 of the Florida Statutes regarding Public Records laws, the State of Florida and the County's Prompt Payment Act, the County's Inspector General requirements set forth in the Construction Administration Agreement, the County's Art in Public Places requirements set forth in the Construction Administration Agreement, and the County's Sustainable Buildings set forth in the Construction Administration Agreement and LEED certification requirements set forth in the Construction Administration Agreement.
2. Provided that the County and City have complied with their funding and payment obligations under Construction Administration Agreement the Construction Manager shall release and indemnify the County and the City and hold the County and the City harmless from any and all claims, actions and causes of action relating to the performance of the Construction Management Contract. The Construction Manager's indemnification requirements as to the County and City in the Construction Management Contract shall be substantially similar to those of the Stadium Developer contained in the Construction Administration Agreement. The Construction Manager shall include in any and all subcontracts used to perform the Work provisions requiring the subcontractors to release, indemnify and hold the County and the City harmless from any and all claims, actions and causes of action and that no subcontractor shall make a claim against the County or the City provided that the County and City have complied with their funding and payment obligations under Construction Administration Agreement,
3. The Construction Management Contract shall state that the County and the City shall be express third party *beneficiaries* of that Contract. The Construction Manager shall acknowledge the Stadium Developer's obligations to the County and the City contained in the Construction Administration Agreement.
4. The Construction Management Contract shall provide that it may be assigned to the County without the consent of the Construction Manager. In any and all subcontracts used to perform the Work, the Construction Manager shall include provisions for the assignment of the subcontract(s) to the County in the event the Construction Management Contract is terminated by the Stadium Developer.
5. The Construction Manager shall agree to make available to the County and the City, through the Stadium Developer, any and all information, documents and reports which may reasonably be required or requested by the County or the City

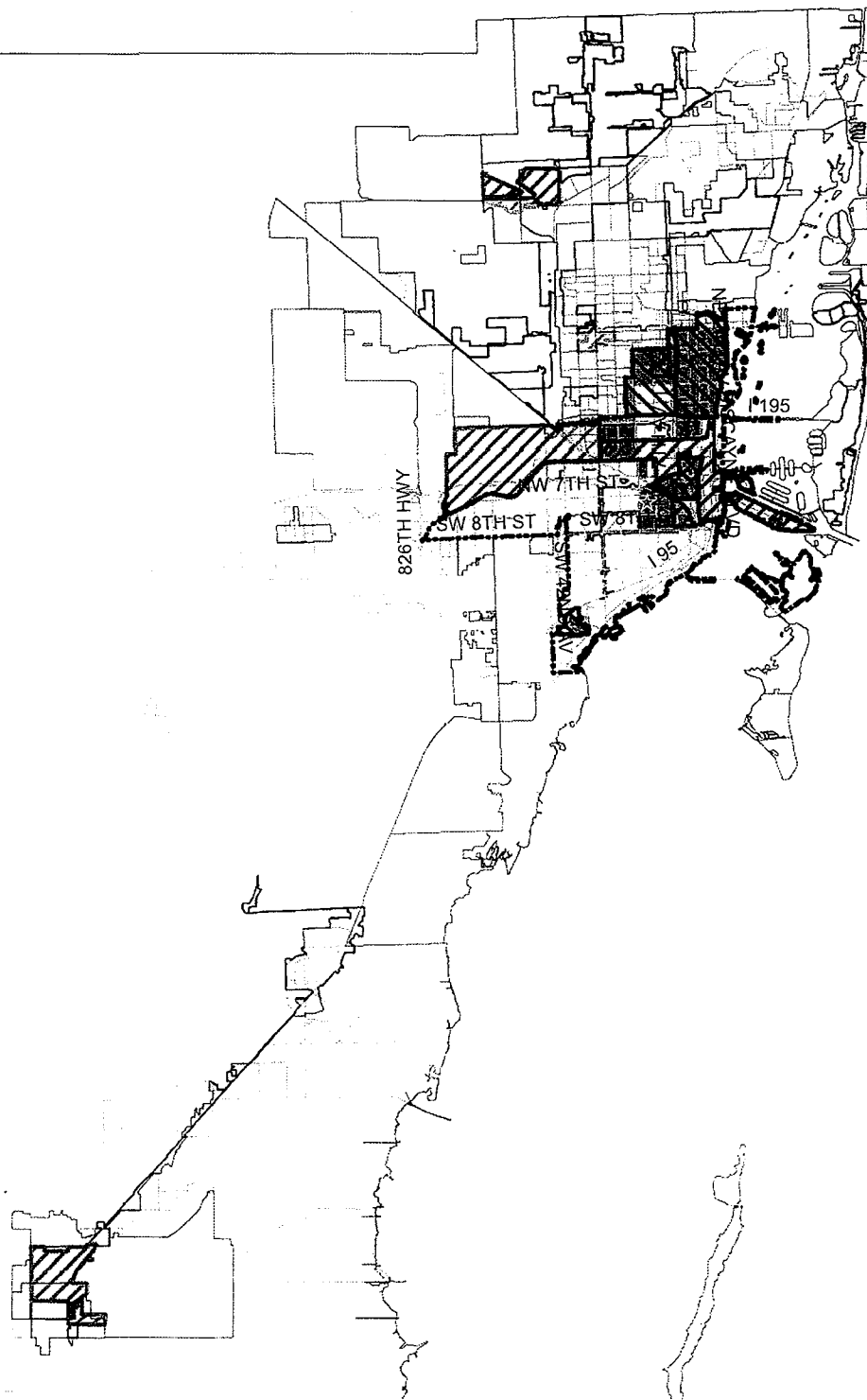
and otherwise to cooperate with the County and the City to meet any applicable deadlines or milestones set forth in the Construction Administration Agreement. The Construction Manager shall further agree to respond, through the Stadium Developer, to inquiries from the Board of County Commissioners and/or the City Commission. Notwithstanding the foregoing, it is understood that all requests must be made through the Stadium Developer.

6. With respect to the Public Infrastructure Work, the Construction Manager shall provide to the County and the City, through the Stadium Developer, any and all information reasonably requested by the County or the City in connection with the procurement methodology planned or used and bids or offers received or accepted.
7. With respect to the Public Infrastructure Work, the Construction Manager shall offer to the County and the City, through the Stadium Developer, value engineering and time recovery recommendations to maintain the Work on time and within budget.

With respect to the Public Infrastructure Work, the Construction Manager shall at all times maintain separate records and separate billing from that of the Baseball Stadium Work.




8. In accordance with Florida Statutes Section 287.055, the Construction Manager shall agree that no professional services (as defined in Florida Statutes Section 287.055) shall be performed by the Construction Manager and/or reimbursed from the County Account or the City Account.
9. Upon reasonable notice to the Construction Manager, the Construction Manager, through the Stadium Developer, shall agree to make available to the County and the City for audit and inspection all cost information relating to the Work.
10. The Construction Manager shall be required to obtain the payment and performance bonds set forth in Section 3.8(f), 5.2(d) and 5.2(e), of the Construction Administration Agreement, respectively.

Exhibit P



Legend

City of Miami

-  City of Miami Boundary
-  Neighborhood Development Zone
-  Orange Bowl Site

Miami-Dade County

-  Miami Dade - Targeted Urban Areas
-  Miami Dade Empowerment Zones
-  Miami Dade Enterprise Zones
-  CDBG Eligible Block Groups